Shore to Core
Visions for a Waterfront City
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Banyan Garage is an underutilized parking garage in the heart of West Palm Beach. Considering the many new developments underway, there is opportunity to re-envision the garage as an icon of the city, creating a space for diverse groups to connect.
Overview

Van Alen Institute and West Palm Beach Community Redevelopment Agency seek two multidisciplinary design teams to envision the future of waterfront cities. Waterfront cities need to be resilient, but they also need to consider the physical impacts of an urban environment on the wellbeing of residents and visitors. Shore to Core is a competition to reimagine West Palm Beach’s urban core and create a framework for its future development. The competition winner will initiate the first phase of development of that framework.

West Palm Beach is a young city that is growing quickly. While many are aware of the retirement population in this region, young people in their 20s and 30s are a growing part of the West Palm Beach population. The city also has large Black and Hispanic populations, accounting for about 50 percent of its residents. The city’s downtown and 10-mile waterfront present an opportunity to develop features and amenities that reflect its emerging populations. The downtown and waterfront can develop into a model for resiliency as well as a social and economic destination. Beyond these more traditional goals, the design competition seeks to create designs and systems that impact the body
Overview

and mind positively and that improve the physical, mental, and social health of its residents and visitors.

– West Palm Beach has the opportunity to put itself on the map as a city of the future: Because of its physical and social assets, it is uniquely positioned to grow and expand in a thoughtful, inclusive, and resilient way. The design competition seeks to create a roadmap for the city. How can we recreate an urban core so its design is intelligent, flexible, and responsive to the needs of residents and visitors?
Shore to Core will select two teams to reimagine how we grow and connect our downtowns and waterfronts using West Palm Beach as a model. The design competition looks for forward-looking and innovative ideas that are vibrant and adaptive to changing demographics and economies, changes in sea level, and that can facilitate improved civic wellbeing.

Proposals should offer a flexible masterplan framework that can change over time. The design competition asks: How can we reimagine our downtowns to make them more engaging and vibrant? How can cities collect information that informs future adaptation and growth? How can we facilitate social interaction among diverse groups? How can the built environment improve residents’ physical health, mental health, and social capital? Proposals should test new models to support the questions above. Finalist teams will work with partners to further develop these ideas. A winner will be selected to implement the first piece of this project, which will include the redesign of an underutilized garage that should act as a social condenser and an icon for the quickly evolving city.

In addition to design, Shore to Core
The Competition

involves a research competition, which calls for a research team to develop a framework to analyze how changes in the built environment may affect individuals. The research team will conduct a pilot study to test how the built environment affects individuals before and after project implementation. The two competitions will run separately but concurrently.
Site

The project area is the West Palm Beach Waterfront centered on North Clematis Street, extending north to Quadrille Street and south to Lakeview Avenue and its connections to downtown to Quadrille Boulevard.

Design strategies will focus on:

- The Waterfront - Lakeview Avenue to Quadrille Street
  - From the Flagler Bridge to the Royal Park Bridge
  - Both east and west side of road
- Alleys - north and south of the 200 block of Clematis Street and south of the 300 block of Clematis Street
  - Between Narcissus Avenue and Olive Avenue
- The Great Lawn - Including the businesses both north and south of Datura
- Between Banyan and South Flagler Drive to Narcissus Avenue
  - Banyan Garage - 195 North Narcissus Avenue
– Jurors will help select finalist teams and winning teams. They will also provide feedback during the mid-review and final review. To inform the jurors’ decision on the winning team, the public will have an opportunity to vote on their favorite finalist proposal.

The jurors are:

**Jeri Muoio**  
Mayor, City of West Palm Beach

**Penni Redford**  
Sustainability Manager, City of West Palm Beach

**Terence Riley**  
Principal, K/R

**Jon Ward**  
Executive Director, West Palm Beach Community Redevelopment Agency

**Lilly Weinberg**  
Director of Community Foundations, Knight Foundation

**Claire Weisz**  
Founding Principal, WXY Studio

**Nancy Wells**  
Professor, Cornell University, College of Human Ecology, Design & Environmental Analysis Department

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**Colin Ellard**  
Associate Professor, University of Waterloo, Department of Psychology

**Patrick Franklin**  
President and CEO, Urban League of Palm Beach County

**David van der Leer**  
Executive Director, Van Alen Institute
Key Objectives

The design teams’ strategies for physical interventions, programs, and other initiatives should aim to achieve the following:

**The Socially Smart City**

- Create a new framework for the urban core that is flexible and adaptive to changing populations, economies, and sea-levels
- Reimagine how we think about, perceive, interact with, share, and develop information within the city’s downtown and waterfront
- Develop an innovative city that supports wellbeing at an individual and community level

**Activation, Economic Development, and Resiliency**

- Create a socially and economically vibrant waterfront district that creates a sense of place, improves public safety, and activates space in unique and unforeseen ways
- Develop designs that can adapt as sea levels rise to ensure the sustainability of the vibrant downtown and waterfront district
- Create connections to the surrounding neighborhoods and populations and develop wayfinding systems within the urban core
Key Objectives

Key Sites

– Create a conceptual framework and designs to redevelop or activate key points along or approaching the water
– Transform the underutilized Banyan Garage into an icon for the city. The site should be a social condenser and act as a symbol of the city and its emerging presence as an economically vibrant waterfront city
– Activate and program the alley-ways on north and south of the 200 Block of Clematis Street between Narcissus Avenue and Olive Avenue
- The design competition is open to the public, including non-US citizens. Teams must include at least one designer (an architect, landscape architect, urban designer, and/or planner), and are encouraged to include members with expertise in economic development, environmental psychology, resiliency, placemaking, and the social sciences. There is no maximum number of team members, but the recommended number is three to five.

![Image](image1)

Top: Outside Meyer Amphitheater by Narcissus Street and Evernia Street, two young boys find ways to make the built environment more interactive and engaging.

Bottom: West Palm Beach train station is on South Tamarind Avenue and Clematis Street. The Amtrak station connects residents from outlying neighborhoods to the urban core.

Applicants
Two finalist teams will be selected to participate in a three month research design process and receive a $45,000 stipend to develop their work. Finalists will be notified early September.
Of the two finalists, a winner will be selected. The winner will contract with the West Palm Beach Community Redevelopment Agency for an additional fee to further develop their schematic designs and work towards implementing the first phase of the project, centered on the Banyan Garage.
Schedule

August 21, 2016  Submission Deadline
September 2016  Finalist Teams Informed
October 2016    Competition Launch Event
November 2016   Mid-review
February 2017   Deliverables and Exhibition
March 2017      Final Review
Right: This multipurpose and underutilized alleyway is one of the competition’s key nodes, and is directly parallel to the main downtown corridor, Clematis Street. The city is looking for ways to revitalize these spaces.

Left: At the corner of Narcissus Street and Banyan Street, residents wait to shop at the West Palm Beach Green Market.
Submission Requirements

Pre-Registration

Teams are encouraged to signal their intent to respond by registering via the competition website with the team lead’s name, email address, and city by July 27, 2016. Project updates and any answers to questions submitted about the competition will be emailed to team leads who have preregistered.

Online Submissions

The deadline for registration and electronic submission of the Request for Qualifications is 11:59 p.m. EDT on August 21, 2016.

Submit your proposal on the competition website with:

1. One high-resolution JPEG image to represent the team’s project for promotion and publication by competition partners.
2. A single, 12-page PDF document including all items listed below. The PDF should be formatted 8.5-by-11 inches in landscape orientation with a maximum file size of 10MB. Title your PDF and JPEG files with your team lead last name followed by "_[CompetitionName]". Hard copies of submission materials will not be accepted. The 11-page PDF must include the following content in the order listed:

   1. Cover Sheet (Page 1)
      a. On the cover please include: Project name, name of the team lead’s phone number, email address, country, number of team members.
   2. Project Approach (Pages 2-4)
      a. Include a 100-word abstract for promotion and publication by competition partners.
      b. Include a summary of no more than 500 words of the team’s strategic process and approach to design. Teams should not submit full design proposals, as the competition partners are seeking general strategies for developing designs collaboratively throughout the competition phases. Please be sure to reference the key objectives (as outlined above) in your approach.
      c. Include a 100-word summary on initial concept for the Banyan Garage.
   3. Team Description (Pages 5-6)
      a. Describe your team and key team members. Each team member should have a one-paragraph bio including name, experience, and qualifications.
   4. Previous Work (Pages 7-11)
      a. Include a maximum of three past projects, indicating whether any have been realized (preferred but not required). For each project, please include the following items:
         i. A 150-word description of the project’s relevance to this proposal, innovative design and/or policy strategies, and implementation strategy, if applicable.
         ii. A list of participating team members relevant to the RFQ submission, including his or her role within the scope of the past project.
   5. References (Page 12)
      a. Include three references including: name, title, organization, email, phone and relationship to the relevant team members.

Interviews

Top candidates will be scheduled for phone interviews.
Evaluation Criteria

Submissions will be evaluated by the jury according to the following criteria:

- Responsiveness to the goals of the competition
- Overall strength and quality in design process and approach
- Team dynamic and experience on:
  1. Design projects that incorporate understanding of local context
  2. Design projects related to economic development, resiliency, and waterfront development
  3. Multidisciplinary nature of the team
- Experience in designing projects and seeing them through implementation
Finalist Process

Two teams will be selected as finalists to participate in a three-month research and design process.

**Phase I**
**Initial Application**

July 2016 – September 2016
Applications from multidisciplinary teams for this RFQ are due August 21, 2016 (See submission requirements above for more information on applying.)

**Launch Event**

A launch event in West Palm Beach will be held in mid-October. At the launch event teams will:

1. Present their proposals, meet local stakeholders, and visit local sites.

**Phase II**
**Design Research**

October 2016 – November 2016
Teams will refine their proposals, developing a framework for an innovative urban core and design approach for Banyan Garage over the course of five to six weeks. They will present their work at a mid-review with jurors.

**Mid-review**

In November, teams will convene for a design framework mid-review working session with competition jurors. At this event, teams will provide:

1. A 10-minute PDF or Power Point presentation showing initial direction for design intervention
2. Responses to any questions during the Q&A portion

**Phase III**
**Final Deliverables and Exhibition**

November 2016 – February 2017
Teams will refine their work from Phase II and develop final proposal and exhibition materials for printing. They will prepare:

**Final Deliverables**


a. Framework for an innovative urban core
b. The developed design concept for the site area and all key nodes, renderings and clear outline of how proposal meets the design competition goals
c. Schematic drawing for Banyan Garage

**Exhibition**

Research and design developed through the competition will be presented in a final project exhibition in West Palm Beach in February. The following items will be provided by finalist teams:

1. Exhibition materials to be determined by Van Alen Institute and West Palm Beach Community Redevelopment Authority, content to be provided by teams.

The work of both teams will be exhibited, and the public will have an opportunity to view these submissions and vote on their preferred approach. Their vote will be used to inform the jurors during the final review.

**Phase IV**
Final Review

March 2017
Teams will share the final proposal during a review with the jurors. It is during the final review that the jurors select a winner.

Final Review Materials

In early March, teams will meet for a final design presentation. Teams will provide:
1. A 20-minute PDF or PowerPoint presentation showcasing final deliverables:
   a. Framework for an innovative urban core
   b. The developed design concept for the site area and all key nodes, renderings and clear outline of how proposal meets the design competition goals
   c. Schematic drawing for Banyan Garage
2. Responses to any questions during the Q&A portion

Following the final review, the winner will be publically announced.
Rules and Eligibility

**Application Requirements**

All competition submission text must be in English. By submitting an entry, entrants warrant that the material is their original work, does not infringe upon copyright law, and that they have permission to publish the material.

Individuals may participate in only one team submission.

All entries must be submitted to the competition website by 11:59 p.m. EDT on August 21, 2016. Late entries will be considered ineligible. There is no entry fee.

**Conflict of Interest**

No partner or employee of any jury member or advisory committee member may participate in the competition, nor may any jury member compete in association with, advise, or assist a competition in any way. Similarly, no employee or family member of Van Alen Institute, the City of West Palm Beach or West Palm Beach Community Redevelopment Agency may participate in this competition, advise or assist applicants in any way.

**Intellectual Property**

Finalist teams will retain ownership of all intellectual property rights over their work. Van Alen Institute, Community Redevelopment Agency will have non-exclusive reproduction rights to the work developed by competition teams for advertising, promotion, exhibition, print publication, and internet purposes directly relating to the competition.

Work developed by the finalist teams cannot be implemented by Van Alen Institute, the West Palm Beach Community Redevelopment Agency or a third party without further involvement or consent from the finalist team.

Van Alen Institute and West Palm Beach Community Redevelopment Agency shall have no responsibility for any unauthorized use of the entrants’ works by any third party, including but not limited to the sponsors.

**Teams**

The competition partners will select
two finalist teams to receive $45,000 stipend to participate in a design process. Teams will participate in weekly calls during Phases II through IV, and share in-progress materials via PDF with Van Alen Institute and the West Palm Beach Community Redevelopment Agency. The process for arriving at the final deliverables is a collaborative one between the competition partners and the design teams.

**Team Leads**

To facilitate communication during the competition, each team must identify a team lead. Team leads will serve as the sole point of contact and liaison to the competition partners throughout the competition.

If selected as a finalist, the role of the team lead is that of a manager: This individual will be the primary point of contact with the competition partners, will make decisions on behalf of the team when necessary, and will be the sole recipient of stipend payments. It is the responsibility of the team lead to distribute the payments and tax incidence amongst the team. It is the responsibility of the team lead and not the competition partners, nor any of their agents, consultants, or advisors to notify the members of those competitors’ teams about any clarifications or announcements.

**Team Travel**

Teams are required to convene in West Palm Beach: for the launch, mid-review, exhibition and final review. Each team will have a $5,000 reimbursement stipend for flights, hotel, and ground transport. It is expected that at least two representatives from each team will attend all events.

**Timeline**

Schedule is subject to change.

**Payment Schedule**

Finalists will receive the $45,000 stipend in three installments:

1. upon participation in launch event
2. upon completion of mid-review
3. upon submission of final deliverables
Questions

- Key questions and answers will be posted to the FAQ section of the competition website. All questions will be posted anonymously.

- All questions must be submitted to the competitions manager at competitions@vanalen.org, who will work closely with the appropriate party to answer questions in a timely manner. The competitions manager will serve as the sole liaison until the finalists have been identified.
- This initiative is a partnership between Van Alen Institute and West Palm Beach Community Redevelopment Agency.

About Van Alen Institute

– At Van Alen Institute, we believe design can transform cities, landscapes, and regions to improve people’s lives. We collaborate with communities, scholars, policy-makers, and professionals on local and global initiatives that rigorously investigate the most pressing social, cultural, and ecological competitions of tomorrow. Building on more than a century of experience, we develop cross-disciplinary research, provocative public programs, and inventive design competitions.

www.vanalen.org
Competition Partner Roles

About West Palm Beach Community Redevelopment Agency

– Created in 1984 and authorized by Florida’s Community Redevelopment Act of 1969 (F.S. 163, Part III), the West Palm Beach CRA is nationally recognized as one of the most innovative and effective Community Redevelopment Agencies (CRAs) in the country and is setting the standard for redevelopment. The down-town core has gone through a rebirth with substantial private investment including commercial and residential development. Public investment dollars total in the millions with a new state-of-the-art library, photo museum, parking garages and water-front. The CRA continues to coordinate with the City and other agencies to market and revitalize the downtown.
General Terms and Conditions

1. Lobbying Prohibited
As to any matter relating to this RFQ, any proposer, team member, or anyone representing a proposer are advised that they are prohibited from contacting or lobbying the Mayor, any CRA Commissioner, CRA staff, evaluation committee, CRA representative or Provider, or any other person working on behalf of the CRA on any matter related to or involved with this RFQ. For purposes of clarification, a team’s representatives shall include, but not be limited to, the proposer’s employees, partners, attorneys, officers, directors, Providers, lobbyists, or any actual or potential subcontractor or contractor of the proposer and the proposer’s team. All oral or written inquiries are to be directed to the Procurement Director. Any violation of this condition will be grounds for disqualification. Contact with the Procurement Department shall be for clarification purposes only.

The “No-Lobbying” condition is in effect from the date of publication of this RFQ and shall remain in effect until the CRA executes a contract or the tasks or projects as- signed to the contract derived from this RFQ. If a Proposer believes any of the information contained in its Proposal is exempt from the public records law, Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the CRA will treat all material received as public records.

2. Ethics Requirements
All Proposers are responsible for educating themselves on the various ethics and conflict of interest provisions of Florida law, Palm Beach County Ordinance and City Code. No Proposer may employ, directly or indirectly, any employee, or member of their immediate family, or anyone in which they have a controlling financial interest in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the City ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

3. Small Business Program
The City’s Small Business Ordinance is set forth in Chapter 66 of the Code of Ordinances and is incorporated herein by reference. Proposers are encouraged to read it in its entirety. Any conflicts between the SB Ordinance and these specifications shall be interpreted pursuant to the SB Ordinance. Please note, regardless of whether a goal is established or not, the City encourages small business participation in all of its procurements.

4. News Releases / Publicity
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the Project shall not be made without prior CRA and Van Alen approval.

5. Public Records; Confidential & Proprietary Information
The CRA and its representatives are governed by the Sunshine law and the Public Records law of the State of Florida and all Proposals and supporting data shall be subject to disclosure as required by such laws. All Proposals shall be submitted in sealed form and shall remain confidential for the period permitted by the Public Records laws. Thereafter, any material submitted in response to this RFQ will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The CRA reserves the right to make any final determination of the applicability of the Public Records Law. No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the public records law exists and it is cited in the response to the RFQ. If a Proposer believes any of the information contained in its Proposal is exempt from the public records law, Proposer must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the CRA will treat all material received as public records.

6. Non-discrimination
Proposer shall not discriminate in any way based on race, color, religion, sex, gender identity or expression, national origin, age, genetic information, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for selection, employment or service delivery.

7. Rights and Privileges; No Assignment
The selected proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the award rights and any support data shall, if any, extend to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Proposer and any other persons employed or utilized by Proposer in provision of the Professional Services under this Agreement. To the extent considered necessary by the CRA, any sums due Proposer under this Agreement may be retained by CRA until all of CRA’s claims for indemnification are resolved, and any amount withheld shall not be subject to the payment of interest by CRA. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Proposer to indemnify the CRA or Van Alen for its own negligence, or intentional acts of the CRA, their agents or employees and Van Alen. PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE. Nothing in this Agreement shall be deemed to be a waiver of the CRA’s sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

8. Procurement Code
Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFQ.

9. CRA as Gatekeeper of Documents
This document is issued directly by the West Palm Beach Community Redevelopment Agency and the CRA shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Proposer to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Department. The CRA is not responsible for any solicitations advertised by subscriber publications, or other sources not connect- ed with the CRA and the respondent/proposer should not rely on such sources for information regarding any solicitation made by the CRA.

10. Proposal
The successful Proposer will be required to assume responsibility for all services offered in its proposal whether or not such services are provided by Proposer or a subcontractor. Further, the selected Proposer shall be the sole point of contact with regard to all contractual matters.

11. Indemnity
Proposer agrees to indemnify and hold harmless the CRA, its officers, agents and employees, and Van Alen from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Proposer and any other persons employed or utilized by Proposer in provision of the Professional Services under this Agreement. To the extent considered necessary by the CRA, any sums due Proposer under this Agreement may be retained by CRA until all of CRA’s claims for indemnification are resolved, and any amount withheld shall not be subject to the payment of interest by CRA. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Proposer to indemnify the CRA or Van Alen for its own negligence, or intentional acts of the CRA, their agents or employees and Van Alen. PURSUANT TO F.S. SEC. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE. Nothing in this Agreement shall be deemed to be a waiver of the CRA’s sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

12. Insurance Requirements
At the time of contracting, the awarded Proposer(s) shall be required to obtain and maintain in force at all times during the term of the contract derived from this RFQ, insurance coverage from a company or companies lawfully authorized to do business in Florida, pertaining to Professional Liability and Workers Compensation in the following types and amounts:

Worker’s Compensation: Worker’s Compensation and Employer’s Liability Insurance with limits of Employer’s Liability Insurance not less than $500,000 “each acci- dent,” $500,000 “disease policy limit,” and $500,000 “disease each employee.”

Professional Liability or Errors and Omissions: Not less than $2,000,000 per claim, including appropriate prior acts coverage for the period of time the Consultant provided services to the City. Self-insured retentions or deductibles should not exceed $50,000.00 for any given agreements or contracts with the City with a value of less than $1,000,000; and $100,000 for contracts with a value of $1,000,000 or more.

Any liability coverage on claims
General Terms and Conditions

made basis shall remain effective for five (5) years after final payment. Any requests for insurance waivers may be addressed at the time of contracting.

13. Disclosures and Disclaimers

This Request for Qualifications ("RFQ") is being issued by the West Palm Beach Community Redevelopment Agency (hereinafter known as "CRA") and the Van Alen Institute. Any action taken by the CRA in response to proposals made pursuant to this RFQ or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFQ, either before or after issuance of an award, shall be without any liability or obligation on the part of the CRA or their advisors.

In its sole discretion, the CRA may withdraw this RFQ either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFQ. In its sole discretion, the CRA may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFQ (each such party being hereinafter known as “Proposer”). Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer’s affiliates, officers, directors, shareholders, partners and employees, as requested by the CRA.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that the information contained herein is accurate and complete. Neither the CRA, nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with CRA representatives or advisors, shall be at each Proposer’s own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the CRA without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the CRA if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the CRA that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The CRA, and its representatives shall have no obligation or liability with respect to this RFQ, or the selection and award process contemplated hereunder. Neither the CRA nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFQ. All costs incurred by a Proposer in preparing and responding to this RFQ are the sole responsibility of the Proposer. Any recipient of this RFQ who receives the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms of this RFQ, shall be bound by the terms of this RFQ as are the sole responsibility of the Proposer. Any request for insurance waivers may be addressed at the time of contracting.

The information contained herein is provided solely for the convenience of Proposers. It is the responsibility of a Proposer to assure itself that the information contained herein is accurate and complete. Neither the CRA, nor its advisors provide any assurances as to the accuracy of any information in this RFQ. Any reliance on the contents of this RFQ, or on any communications with CRA representatives or advisors, shall be at each Proposer’s own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFQ is being provided by the CRA without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Proposer or other party shall have recourse to the CRA if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the CRA that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The CRA, and its representatives shall have no obligation or liability with respect to this RFQ, or the selection and award process contemplated hereunder. Neither the CRA nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFQ. All costs incurred by a Proposer in preparing and responding to this RFQ are the sole responsibility of the Proposer. Any recipient of this RFQ who receives the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms of this RFQ, shall be bound by the terms of this RFQ as are the sole responsibility of the Proposer. Any request for insurance waivers may be addressed at the time of contracting.

18. Inspector General

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the award, negotiation and performance of the contract, and may demand and obtain records and testimony from the Proposer and its subcontractors and lower tier subcontractors. Proposer shall agree that in addition to all other remedies and consequences provided by law, the failure of Proposer or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the CRA to be a material breach of the contract justifying its termination.

19. Applicable Laws; Procurement Code

Chapter 66 of the Code of Ordinances of the City of West Palm Beach shall govern this RFQ. Proposer shall, in its Proposal and any resulting contract or provision of services, comply fully with all applicable local, state and federal laws and regulations.