Request for Qualifications: Research

Shore to Core
Visions for a Waterfront City
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General Terms and Conditions
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 a research team to develop a framework for studying and measuring the effects of urban landscapes on individuals over time.

– Many aspects of our lives are shaped by the environments in which we spend our time, and we believe that by developing a better understanding of that relationship, we can use design to improve well-being in cities. This competition seeks to identify ways that physical aspects of the city affect our minds and bodies as individuals and as communities. The winning proposal will be developed into a pilot research study in West Palm Beach.

– West Palm Beach is a young city that is growing quickly. Many associate this region with a large retirement community, but there is also a growing population of people in their 20s and 30s, as well as large Black and Hispanic populations. The city’s downtown and 10-mile waterfront present an opportunity to develop new amenities that reflect the city’s emerging populations, and design is a crucial tool for tackling these evolving needs. As the city changes, we want to create a framework to measure how these physical transformations are affecting the well-being of West Palm Beach’s residents.
Shore to Core invites a research team to develop a framework to identify, measure, and analyze relationships between the design of the built environment and individuals’ wellbeing. Each person is affected by his or her environment in a variety of ways, and these affects can be studied at a range of scales. Insights from the social sciences, medicine, neuroscience, and other fields have emerged that allow us to deepen our knowledge of these relationships. How can we leverage these opportunities and tools to better understand how discrete elements of the built environment are affecting us? Is the way that we currently design cities beneficial for the people living in them? How can we use this information to inform future urban development?

The research team should focus on either physical health, mental health, social capital, or the clearly-defined interaction between these things. The research team should develop a proposal for measuring the effects of the built environment using a predefined set of indicators that act as a framework for future studies. (For an example of a project that uses this type of framing, look at Testing, Testing! by Colin Ellard). The selected team will do initial data gathering through a pilot study.
to be conducted in January, with follow-up assessments to be taken potentially years and even decades later. This has the potential to become a long-term project, with new datasets being gathered repeatedly.

– In addition to research, Shore to Core involves a design competition, which will identify two design teams to reimagine West Palm Beach’s future waterfront so that it is more adaptive to changing ecosystems, fluctuating economies, and civic wellbeing. The research initiative will establish a datum against which future changes in the physical fabric of the city and their impacts on the human body and mind can be measured. This research competition will run separately but concurrently.

Two women wait at the Amtrak and Greyhound Bus station on Tamarind Avenue between Okeechobee Boulevard and Banyan Street.
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.

Research 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

Flagler Drive rests just along the water and is used by many as a scenic walkway and a jogging path.
Metrics: Wellbeing and Human Senses

- How can we measure how distinct elements of the built environment affect wellbeing?
- How can we measure how the built environment affects physical health, whether we have high-blood pressure, healthy lungs, or weight?
- How can we measure how the built environment affects mental health, such as our levels of satisfaction or anxiety?
- How can we measure how the built environment affects social capital, such as our relationship to others or stewardship of space?

- How can we identify relationships between our senses and specific elements of the built environment? For example, the color or massing of a structure, or the width of a street.
- How will you engage the study participants and/or residents of West Palm Beach?

Provocations

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.
The team’s evaluation framework will generate the following:

- A set of metrics that advance our understanding of how the built environment affects individuals’ wellbeing in areas such as physical health, mental health, and/or social capital
- A methodology for gathering and analyzing data based on these metrics
- A research pilot using the developed methodology
- Data from the pilot study to inform future research
1. The completed project must align with research competition provocations and outcomes. The target sample size must be in line with accepted practice for your subject area. The project must include the following:
   a. Hypothesis
   b. Question to be answered
   c. Exploratory activity
2. Use the study areas outlined as site above
3. The set of metrics and methodology for analysis and interpretation of data:
   a. Determine variables that are unique and interdependent elements
   b. Identify ways to control for visual complexities
4. An approach for a research pilot study within West Palm Beach site outlined above
5. An approach for analyzing the gathered data (the results)
6. A report outlining the components listed above
7. Materials for an exhibition in West Palm Beach that is geared toward a public audience
Applicants

– The research competition is open to the public, including non-US citizens. Applicants should include at least one environmental psychologist or neuroscientist and are encouraged to include members with expertise in the social sciences, as well as designers. There is no maximum number of team members, but the recommended number is two to five.
– Jurors will help select the participating team. They will also provide feedback during the mid-review.

The jurors are:

**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*

**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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waterfront and the downtown, but there is opportunity to use the lawn to attract economic development and in so doing better connect the two areas.

West Palm Beach’s main lawn is located between North Clematis Street, South Clematis Street, and North Flagler Drive. The lawn is a key connector between the waterfront and the downtown, but there is opportunity to use the lawn to attract economic development and in so doing better connect the two areas.
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 electronically on the competition website with:

1. One high-resolution JPEG image to represent the team’s submission for promotion and publication by competition partners. Applicants can submit a team photo.

2. A single 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. Please include on the cover 1) project name 2) name of the team lead 3) team lead’s phone number 4) email address 5) country 6) number of team members.

2. Project approach (Pages 2-4)
   a. Include a 100-word abstract to be used for promotion and publication by competition partners.
   b. Include a summary of no more than 800 words, which should outline a research framework, approach, methodology, as well as the initial metrics being considered. The research approach should incorporate the goals of the project.
   c. Include 200 words to explain how the approach will build or improve upon existing approaches.

3. Team Description (Pages 3-5)
   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 5-10)
   a. Include a maximum of three past research projects. For each project, please include the following items in a maximum of five pages total:
      i. A 150-word description of the project’s relevance to this proposal.
      ii. A list of participating team members, including his or her role within the scope of the past project.

5. References (Page 11)
   a. Include three references including: name, title, organization, email, phone and their association to one of the 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 of process and approach
- Team experience on conducting research on physical health, mental health, and social capital
- Experience conducting and completing a comparable research study
The winning team will receive a $40,000 stipend to participate in the following three-month research process and up to $10,000 in reimbursement for the implementation of a pilot study.

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

July 2016 – September 2016  
Applications from multidisciplinary teams for this Request for Qualification 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 the research team will:
1. Present their proposals, meet stakeholders, and visit sites.

**Phase II**  
**Development of Metrics and Methodology**

October 2016 – November 2016  
Between the launch event and the mid-review, the research team will work with competition partners and key stakeholders to develop metrics and methodology.

**Mid-review**

In November, the research team will convene for a research framework working session with competition jurors. At this event, the team will participate in a mid-review and provide:
1. A 10-minute PDF or PowerPoint presentation showing metrics and framework to conduct research.
2. Responses to any questions during the Q&A portion.

**Phase III**  
**Implementation Plan and Pilot Study**

November 2016 – February 2017  
The research team will conduct a pilot study and synthesize data into key findings and recommendations for future research. The work developed between Phases I through IV should be compiled into a final report, and prepare exhibition materials for printing. They will include:

**Draft Report**

A draft report of between 20 and 30 pages, delivered by late January 2017 including, but not limited to: metrics, methodology, data measured, key findings, shortcomings, and future opportunities.

**Exhibition**

An overview of your project will be showcased in a temporary exhibition in West Palm Beach in February 2017. The team will be asked to provide:
- Exhibition materials to be determined by Van Alen Institute and West Palm Beach Community Redevelopment Agency

The exhibition will showcase the work of the design teams as well as the research team.

**Phase IV**  
**Final Review**

March 2017

**Final Review**

In March the research team will meet
with the jury to present their research and findings. The research team will provide:

- A 20-minute PDF or PowerPoint presentation including an outline of parameters such as metrics, methodology, implementation and analysis.
- Responses to any questions during the Q&A portion.

Final Report

A final report of between 20 and 30 pages, delivered by March 2017 that includes: metrics, methodology, data measured, key findings, short-comings, and future opportunities. The final report should have minor edits or updates on the draft report, based on feedback shared by the jury during the final review.
Application Requirements

All competition submission text must be in English. In 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

By submitting an entry, the team agrees that Van Alen Institute and West Palm Beach Community Redevelopment Agency are granted non-exclusive reproduction rights to all entries for advertising, promotion, exhibition, print publication, and internet purposes directly relating to the competition.

The winning team’s work is subject to a Creative Commons license, which grants members of the public the irrevocable and nonexclusive rights to adapt the work developed. Work developed through this competition may not be sold or distributed for profit. Van Alen Institute and West Palm Beach Community Redevelopment Agency will have non-exclusive reproduction rights to the work developed by competition team for advertising, promotion, exhibition, print publication, and internet purposes directly relating to the competition.

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 sponsors.

**Team**

The competition partners will select a team to receive a $40,000 stipend to conduct research. There is a $10,000 budget for the pilot study to be conducted in West Palm Beach. The team will participate in biweekly calls during Phases II through IV, and share in-progress materials via PDF.

**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, pilot study, 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: launch, mid-review, final review and exhibition.

**Timeline**

Schedule is subject to change.

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**Payment Schedule**

The winning team will receive the $40,000 stipends in three installments:

1. upon attendance at the launch event
2. upon completion of the 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. The process for arriving at the final deliverables is a collaborative process between the competition partners and the team. The team will participate in bi-weekly calls during Phases II through IV, and share in-progress materials via PDF.

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-
Competition Partner Roles

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

The corner of Olive Avenue and North Clematis Street is the heart of city’s downtown. The downtown is active during weeknights and weekends, but is also frequented by the employees of local businesses, who come for lunch during the workweek.
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 downtown 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 waterfront. 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 any person 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 publicaton of this RFQ and shall remain in effect until the CRA executes a contract, or otherwise takes action which ends the solicitation process for the project or study.

2. Ethics Requirements
All Proposers are responsible for educating themselves on the various ethics and conflicts of interest provisions of Florida law, Palm Beach County Ordinance and City Code. No Proposer may employ, directly or indirectly, the mayor, any member of the CRA commission, or any person or department, or any corporation of which they are a stockholder, or any business entity 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 Proposers 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 ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the CRA Commission.

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 connected with the CRA and the respondent or 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, defend, save and hold harmless the CRA, its officers, agents and employees, and Van Alen from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from CRA, its officials, agents, or employees, or Van Alen by reason of any damage to property or personal injury; including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Proposer’s performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Proposer’s performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Proposer in the provision of the Services under this Agreement; (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Proposer.

This indemnification includes, but is not limited to, the performance of this Agreement by Proposer or any act or omission of Proposer, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Proposer agrees to pay all claims and losses and shall defend all suits, in the name of the CRA, its employees, and officers, or Van Alen including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys’ fees which may issue thereon. CRA and Van Alen retain the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Proposer under this indemnification provision. To the extent considered necessary by the CRA, any sums due Proposer under this Agreement or may be retained by CRA until all of CRA’s claims for indemnification have been 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, its agents or employees, or Van Alen. 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 and from the time of the award, 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: $500,000 “each accident,” $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 written agreements or contracts with the City with a value of less than $1,000,000; and $100,000.00 for contracts with a value of $1,000,000 or more

Any liability coverage on claims 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 is at the sole discretion of the CRA and shall not be returned. Any costs and expenses incurred by any Proposer 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 its 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 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 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 responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFQ is at the sole responsibility and risk of the party submitting such proposal.

This RFQ is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFQ is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the substance of the RFQ, the provisions of this disclosure and Disclaimer shall govern.

Formal presentation by the Proposer shall be made before the CRA which may include one or more Proposers. Contract negotiation will take place with the first choice of the CRA and if a suitable contractual arrangement cannot be made, negotiations will commence with the second choice or, the CRA may, at its sole option, withdraw this RFQ.

The CRA reserves the right to select the proposal which in the opinion and sole discretion of the CRA will be in the best interests of the City and most advantageous to the CRA. The CRA reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

The CRA and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto, are approved, executed and delivered by the Proposer and the CRA, and then only pursuant to the terms of a contract executed by the Proposer and the CRA. All or any responses to this RFQ may be accepted or rejected by the CRA for any reason, or for no reason, without any resultant liability to the CRA.

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 bid form and shall remain confidential to the extent permitted by the Public Records law until the date and time selected for opening responses. Upon award recommendation (thirty (30) days after opening, whichever is greater) of 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.

14. Proposal Costs

All costs and expenses incurred by any Proposer or party in responding to this RFQ, preparing a Proposal and any re-submission or submittal, are the sole responsibility of the Proposer.

15. No Return of Proposals

All Proposals shall become the property of the CRA and shall not be returned.