

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER AT RISK (CMR) FOR

RENOVATIONS AND ADDITIONS TO THE HAZEL

RUBY MCQUAIN AMPITHEATER, RIVERFRONT PARK

AND WALNUT STREET LANDING

JANUARY 31, 2018



City of Morgantown, West Virginia
389 Spruce Street
Morgantown, WV 26505
304-284-7405
Morgantownwv.gov

Advertisement for Qualifications

Publish: January 31, 2018

The City of Morgantown (Owner) requests proposals for a Construction Manager at Risk (CMR) for upgrades to the existing Hazel Ruby McQuain Amphitheater, Riverfront Park and revitalization of the Walnut Street Landing.

Statement of Qualifications must be received at the City Manager's Office, City of Morgantown, 389 Spruce Street, Morgantown, WV 26505, by Friday, February 23, 2018. The proposals will be opened at 3:00 p.m.

The Request for Qualifications for CMR services for the project are available from the City Manager's Office at the same address. Telephone: (304) 284-7405.

The Owner reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the City of Morgantown.

Section 2 Selection Schedule

January 31, 2018	RFQ document available from Owner
February 23, 2018	Proposals received by Owner no later than 3 p.m.
February 26, 2018	Anticipated selection of firms for interviews
March 1, 2018	Anticipated date of interviews
March 5, 2018	Anticipated notice to negotiate contract

Section 3 Introduction

The Owner is seeking a Construction Manager at Risk ("CMR") to provide construction services for the construction of upgrades to the existing Hazel Ruby McQuain Amphitheater, Riverfront Park and revitalization of the Walnut Street Landing. These services will be coordinated with the selected engineering and architectural ("A/E") firm.

Section 4

Project Overview

The City of Morgantown is planning to upgrade the existing Hazel Ruby McQuain Amphitheater, Riverfront Park and revitalization to the Walnut Street Landing. The project will be located at the existing riverfront park and boat launch area in downtown Morgantown, West Virginia. Renovations to the riverfront park will include expansion of the amphitheater stage and seating area, with an addition of canopies about the seats for shade relief. Upgrades to security features and entertainment equipment. A portion of the project will go towards creating a police sub-station near the park and making improvements to the historic train depot and restroom facility. The Walnut Street Landing will also see large scale improvements including a new parking lot, landscaping, kayak storage and launch and the utilities to connect a new large boat dock. The CMR will also be required to coordinate necessary utility extensions.

Section 5

Project Delivery System

The CMR shall deliver the project utilizing a Construction Manager at Risk system in which the basis for payment is an open book Cost of the Work plus a fixed fee with a Guaranteed Maximum Price (GMP) as set forth in the AIA A133-2009 contract form, as modified. The CMR will assist in selection of the A/E.

Section 6

Project Budget

The current conceptual project estimate is \$3.8 million. The Owner, A/E firm, and the CMR (collectively the "Project Team") will work collaboratively to establish the Project Budget (the "Project Budget"). Delivering the completed project, within the project budget and timeframe, once established, is of high priority.

Section 7

Preliminary Project Schedule

The CMR will be required to develop a Preliminary Project Schedule within 3 weeks of contract award. The Project Schedule will provide for an overall project substantial completion date not to exceed 12 months after the date of contract award.

Section 8

CMR Scope of Work

The following summary is intended to provide a general understanding of the Owner's expectations and is not all inclusive.

1. Preconstruction Services and Activities:

The Preconstruction Services of the CMR will begin with preparing cost estimates of the design development contract documents prepared by the A/E firm and counsel and establishment of the GMP. The CMR will be expected to actively participate in all design meetings, tours of comparable buildings, constructability reviews, and periodically provide cost estimation during the design process. The preconstruction phase will extend from the point of CMR's engagement through execution of the GMP amendment.

More specifically, the CMR shall provide at least the following preconstruction services and activities:

- a. Project Meetings. Attend and participate in Project meetings approximately weekly. Meeting minutes will be provided by the A/E firm.
- b. Cost Estimating. Provide ongoing cost estimating support to the Project Team throughout the design process.
 - (1) Prepare and refine cost estimates periodically throughout the design process and make recommendations for revisions necessary to keep each component of the Project in budget. (It is imperative the project stay in budget and on time.)
 - (2) Prepare formal cost estimates at the time of 75 percent CD and 100 percent CD for each component of the Project. Estimates must note assumptions made to prepare the estimate, including clear definition of qualifications, allowances, contingency, and escalation factors.
 - (3) CMR is to notify the A/E firm and the Owner of potential cost issues during the development of the drawings and specifications that may have an impact on the cost of the work and find resolution to keep the project in budget.
 - (4) Work collaboratively with the Owner and the A/E firm to develop alternatives to keep the Project estimates within the Project Budget.
- c. Construction Planning, Scheduling, and Long Lead Analysis. CMR to work with the Owner and the A/E firm to develop a schedule for design activities to facilitate the Owner's schedule.
 - (1) The CMR will further develop the Project master schedule including integration of A/E firm's design activities, municipal/governmental approvals, preconstruction activities, procurement, construction activities, work performed by other parties,

- including the Owner's FF&E activities, and construction activities such as staging, delivery of materials, etc.
- (2) Further evaluate all systems, components, and materials for constructability, economy, long-term performance for intended use and schedule impacts, and provide recommendations for preferred options consistent with cost and schedule goals.
 - (3) The CMR will identify long lead items requiring early bid packages and recommend issue dates to meet the required Project Schedule.
 - (4) The CMR will make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by CMR, its subcontractors, and material suppliers.
- d. Cash Flow Planning. Provide construction cost cash flow projections.
 - e. Value Engineering/Constructability/Cost Reviews. Provide ongoing value engineering and constructability reviews, including input regarding means and methods. Conduct a complete constructability and coordination review of the GMP package prior to finalizing the GMP amendment.
 - f. Municipal Processes and Community Communications. Provide ongoing support to the Project Team for (1) processes such as planning/permitting reviews, etc., and communication and outreach efforts for our community groups. The CMR will attend public meetings and hearings concerning the development and schedule of the Project as requested.
 - g. Guaranteed Maximum Price ("GMP"). Provide a proposed GMP at such time as the Owner, A/E firm, and CMR determine that the drawings and specifications are sufficiently complete (likely after Construction Documents are complete). The GMP proposal will include, among other things required within the AIA A133-2009 as modified, pricing of alternates as defined by the A/E firm. In addition, the GMP proposal will include (1) a list of allowances; (2) a list of contingencies, including the CMR's proposed contingency if any; (3) a list of the assumptions and clarifications made by the CMR in the preparation of the GMP proposal; and (4) a Line Item Summary of all major bid items and other components comprising the GMP.
 - h. Cost Allocation. Provide cost allocation for the various Project components as required by the Owner.

After the GMP amendment is approved by the Owner, the CMR may proceed with the following:

2. Construction Phase Services:

The selected CMR shall incorporate the following elements into construction phase activities, along with all typical tasks associated with managing a Project of this scope and scale or as otherwise required in the Project contract documents:

- a. Weekly Meetings. Conduct weekly job site meetings that include appropriate subcontractors and Prime Contractors, Owner representatives, and the A/E firm's representative to review open issues, schedule work, and resolve pending or upcoming issues. The CMR will

prepare a written agenda in advance of each meeting. CMR to maintain a list of action items with identification of responsible party and due dates for each item. The CMR will distribute written meeting minutes and action item lists within 48 hours of each meeting.

- b. Monthly Progress Billings and Status Report. Prepare a monthly report with each progress billing that details a project work status report, buy-out status, pending issues, contingency status, schedule status and project progress commentary with applicable job-site photos.
- c. Procurement. The CMR will manage the bidding process, evaluate proposals, and interview contractors (along with the A/E firm and the Owner). The Project Team will utilize, by mutual agreement, any of the following methods for awarding fixed-sum contracts to contractors for portions of the work: competitive bid, best value, and negotiated terms. For those contracts to be awarded on a competitive bid or best-value basis, CMR shall solicit a minimum of three (3) competitive bids for each trade category unless otherwise authorized by the Owner.

The CMR will provide a written award recommendation for the Owner's approval before executing subcontracts.

- (1) Contractor Selection Strategy/Bidders List. Develop a strategy with the Project Team for selecting contractors/providers for all work reflected in Project documents. Unless authorized by the Owner, the CMR shall solicit a minimum of three subcontractor bids for each trade.
 - (2) Self-Performed Work Proposals. For work that the CMR proposes to self-perform, the CMR will be required to submit its qualifications for the self-performed work. If the Owner is satisfied with CMR's qualifications, CMR will submit a sealed bid to the Owner and secure competitive bids from a minimum of three other qualified subcontractors. The Owner will participate in opening and evaluating bids.
- d. Cost Management. Provide on-going cost management throughout the completion of the construction documents and the construction process:
- (1) Provide construction contingency and Project Budget updates at 100 percent complete construction documents ("CD"). During subcontractor buyout, the CMR will track and log bid savings and bid losses on a construction contingency log. The CMR will review the log with the Owners no less than biweekly. Trade contracts and the CMR's records of line item contingencies will be open book and shall upon request be shared with the Owner throughout the project.
 - (2) The CMR will inform the Owner of pending cost issues and potential change orders within five (5) business days of identifying potential issues. The CMR will implement and maintain a current log of pending cost issues impacting the final cost of the Project and review the log no less than biweekly with the Owner.

- (3) Implement effective cost management control and potential alternatives to provide the Owner with the opportunity to make such decisions as required to keep the Project cost within the budget.
 - (4) Provide drawdown and cash flow projections for the project during construction and update as necessary. The CMR should anticipate multiple bid packages. The CMR will develop a strategy for issuing bid packages to facilitate an efficient construction schedule. The purpose is to utilize this bidding package strategy to gain the most advantageous issuing of documents and to minimize construction duration while allowing the bid packages to be completed efficiently.
- e. Final Pre-Bid Review. Complete a final quality/coordination/constructability review of the Construction Documents prior to issuing plans and specifications to bidders.
- f. Schedule Management. Provide ongoing schedule management throughout the construction process.
 - (1) The CMR will prepare and manage a logic-based critical path project schedule indicating key milestone events, dates, and responsibilities. The project schedule must include design efforts, preconstruction activities, procurement, and construction activities. The CMR will provide regular monitoring of the actual progress versus the scheduled progress, identify any variances, and prepare a written action plan along with an updated schedule to maintain the scheduled completion dates.
 - (2) The CMR will determine the adequacy of the contractors' personnel and equipment and the availability of materials and supplies to meet the schedule and report to the Project Team no less than weekly.
 - (3) Prepare a three-week look-ahead schedule on a weekly basis to coordinate construction activities and to facilitate interface between the Owner's separate contractors and suppliers, if any, and CMR-managed construction activities.
- g. Quality Control. Complete construction of the work in strict accordance with the quality requirements established by the contract documents.
 - (1) All testing and independent inspection services required will be secured and paid for the Owner. The CMR will cooperate and coordinate with testing and inspection service agencies. The CMR will be responsible for the cost of additional testing due to failed tests.
 - (2) The CMR will develop an initial punch list for contractors in consultation with the Owner and its representative prior to a formal punch list issued by the A/E firm. The CMR will ensure completion of initial punch list prior to the A/E firm's punch list walkthrough.

- (3) Work cooperatively with the Project Team and Owner to develop and implement an effective commissioning plan.
 - (4) The CMR will complete a review of each bid package to ensure quality, coordination, and constructability prior to issuing bid documents to subcontractors.
- h. Safety Plan. The CMR will implement a formal Project safety plan.
- i. As-Built Records. Maintain a record of as-built conditions throughout construction which includes all field revisions. Submit as-built documents, operating and maintenance manuals and warranties to the Owner.
- j. Project Closeout. Provide timely submission of operation/maintenance manuals, completed punch lists, warranties, coordination of training, submission of as-built field documents, and financial close out of the project. The CMR will actively support and participate in commissioning activities. Provide on-site operational training for all major building systems and videotape training sessions with the Owner.

SECTION 9

Owner/CMR

The Owner intends to enter into the AIA Document A133-2009, Standard Form of Agreement between Owner and Construction Manager as Constructor, as modified, with the successful firm. AIA Document A201-2007 General Conditions of the Contract for Construction, as amended, with added supplementary conditions will also govern the parties and both documents will form the basis of the Agreement between the Owner and CMR (hereinafter "Owner/CMR Agreement").

This RFQ will be superseded by the Owner/CMR Agreement and its related contract documents.

Contract Provisions – The following is an abbreviated summary of a portion of the Owner's proposed contract provisions. The following list is not intended to be exhaustive. The Owner reserves the right to modify the proposed provisions listed below.

- a. 50 percent of all project cost savings, including unused contingency, shall accrue to the Owner.

- b. Construction contingency use will require approval by the Owners.
- c. Once the GMP amendment is executed, the CMR's fee and reimbursement for personnel shall not change unless the cumulative additive total of all change orders, both positive and negative, results in an increase of more than 5 percent of the original GMP. In such case, the CMR's fee on the increased Cost of the Work exceeding 105 percent of the original GMP will be paid at the same percentage rate as the rate in the original GMP.
- d. The Owner will be entitled to withhold five (5) percent from each of the CMR's applications for payment as retainage on CMR's Fee and General Conditions.
- e. The CMR will coordinate and integrate its work on the Project with the work of the Owner's separate contractors and consultants. The CMR will ensure that its work on the project supports and otherwise accommodates the work being performed by others on the project, including installation and placement of all FF&E.
- f. The CMR will comply with the Owner's detailed insurance requirements, which will be set forth in the Owner/CMR Agreement.

Final terms of the Owner/CMR Agreement will be negotiated during the contract negotiation phase. The Owner reserves the right to negotiate and change any provision contained herein.

SECTION 10

Submittal Requirements

Submit (1) original copy and (6) paper copies and an electronic PDF version of the proposal. The proposals should be in an 8 1/2" x 11" bound package. 11" x 17" size sheets folded into 8 1/2" x 11" within the package are acceptable. The proposal should be limited to 25 pages (one-sided) including pictures with a font size no smaller than 11 point.

The submittal must contain the following information:

1. **Cover Letter:** Provide name and address of the firm(s) and Project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda, if applicable. Summarize your understanding of the project scope and services being required. Provide a statement indicating your ability to provide timely services for the project and to meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFQ including the referenced Owner/CMR Agreement documents. Provide a one-page

summary of the benefits you believe the Owner would receive from selecting your firm.

The cover letter must be signed by a fully authorized official of the firm.

2. Project Team:

- a. Include an organizational chart showing your proposed staff for both the preconstruction and construction phases of the Project. Specifically identify project executive, project manager, and on-site day-to-day project superintendent for the construction phase, the availability of each person during the term of the project, and their history of working together on previous projects. Indicate experience of key team members working together on past similar projects.
- b. Provide resumes or a listing of information for each person included in your proposed project team. State the educational background of each individual, years of experience, length of employment with your firm, and previous project experience. For each person, list specific responsibilities on this project, experience on projects of similar sizes and types, specific qualifications applicable to this project, and current work assignments and availability for this project.
- c. List other assignments your project manager will be handling during the period of assignment to the Project.
- d. For the project manager, superintendent, and other "key" staff members proposed, provide client references from three of their most recent projects and three architect/engineer references (contact person and telephone number).

3. Project Approach and Management Capabilities: Provide a description of your project approach and management capabilities as it relates to the following areas:

- a. Working relationships. Commitment to building positive teamworking relationships.
- b. Preconstruction services. Describe your firm's approach to preconstruction services. Provide an estimate of the number of total anticipated hours for the assigned personnel prior to the Owner's acceptance of the GMP.
- c. Cost management. Describe the level of detail included in your cost estimates as various phases of design. Describe three examples that demonstrate your firm's creativity in value analysis/engineering and constructability reviews.
- d. Building Information Modeling (BIM). Describe the extent your firm anticipates utilizing BIM.
- e. Change management. Describe your change management process and reporting during construction.

- f. Project schedule. Submit a preliminary overall Project schedule for the key activities from the date of the notice to proceed through project construction.
 - g. Provide examples of your firm's ability to manage fast-track schedules with examples of quality control procedures, staffing, and reporting.
 - h. Safety. Provide your firm's approach to managing safety on construction projects. Also include an overview of your company's recent safety record and your company's experience modification rate (EMR) for the last three (3) years.
 - i. Quality control. Provide your firm's approach to quality control.
- 4. **Relevant Project Experience:** Describe at least three (3) projects that included swimming pools, three (3) projects that included entertainment venues, riverfront parks and waterfront redevelopment, and three (3) projects of similar size constructed within the past ten (10) years. Successful projects in the local market area are preferred. Provide information on each project to allow the Technical Review Committee to adequately evaluate project performance. Indicate for each project the following minimum information:
 - a. Name of project, location, and construction date.
 - b. Name of project manager and superintendent responsible for project.
 - c. Construction cost
 - d. Type of service and contractual relationship (general contractor, design build, CMR, etc.). Identify point in the design and/or construction process a construction contract was executed.
 - e. Preconstruction services provided.
 - f. Indicate the extend of commissioning, if any.
 - g. Client and architect contact information. Include phone number and email address.
- 5. **Statement of Financial Strength/Stability and Coverage:** Provide the following information about your firm:
 - a. Name and contact of your firm's surety and description of bonding capacity available. Additionally, provide a statement from a surety company authorized to do business in West Virginia indicating the firm(s) ability to obtain a performance and payment bond in the amount of not less than 100 percent of the cost of the project.
 - b. Name of firm's insurance carriers and a description of insurance coverage.
 - c. Provide a copy of your firm's General Liability Loss Runs for the past five years showing total claim values (paid & reserves) for all open and closed claims.
 - d. Name and contact information for firm's primary financial institution and CPA.
 - e. Audited or Reviewed Financial Statements for the last three years.
- 6. **Special Resources:** A description of special resources or capabilities your firm could employ on the project, which would enhance the value your firm would bring to the project.

Describe what steps your firm has taken during recent years to be innovative and progressive in the development of your firm and state how these activities serve your clients.

7. Acknowledgement and Certification Statements:

- a. Certify that your Response to RFQ will remain in effect for 90 days.
 - b. Certify that all representations stated in the Response to RFQ are true and accurate.
 - c. Acknowledge that all materials submitted in the Response to RFQ will become property of Owner.
 - d. Acknowledge that all costs associated with preparation of the Response to RFQ will be the responsibility of the proposing CMR.
8. Litigation for the past 5 years and any current litigation including a summary of each case and certification that any current or pending litigation will not have an adverse financial effect on the performance of the project.

CMR's fee and General Conditions Worksheet and Questionnaire shall be delivered in a separate sealed envelope labeled with your firm's name along with the proposal.

**Section 11
Questions and Addenda**

Questions regarding this RFQ shall be submitted in writing to Paul Brake, City Manager at the City of Morgantown (pbrake@morgantownwv.gov). Email questions related to this RFQ no later than 5 calendar days prior to the date of receipt of proposals indicated in Section 2 of this RFQ.

Responses to questions will be issued via email to all firms. Short-listed firms will be interviewed on the dates indicated in Section 2 of this RFQ. Order of interviews will be in alphabetical order by firm name. The Technical Review Committee shall invite at least two, but no more than four, CMR firms deemed most qualified for interviews. If deemed necessary, addenda to the RFQ will be issued by the Architect.

**Section 12
Review of Proposals and Selection of Finalists for Interviews**

1. To be considered for the short list selection, the firm must demonstrate the ability to provide a performance and payment bond in the amount of the GMP as described in Section 10.5 a., if required.

The Technical Review Committee will be made up of representatives of the Owner, the A/E Firm, and/or the design team and will assist the Owner in determining a short list of no more than four firms whose proposals are deemed most qualified based on the following criteria:

1. Firm background and applicable experience (30 percent).

2. Project approach, management capabilities, and financial strength (70 percent).

The short list of those firms deemed most qualified will be invited to participate in an interview. The Owner reserves the right to reject any or all proposals and issue subsequent Requests for Proposals and negotiate any and all provision contained herein.

Section 13 Interviews

The order of interviews will be in alphabetical order. The interview will consist of up to a 30-minute presentation by the CMR, a 20-minute question-and-answer session, and a five-minute wrap-up. The proposed key project personnel must participate in the interview. Only project personnel who will have an active key role in the Project should participate in the interview.

Interviewed firms will be requested to provide detailed information on their fee and general conditions. The requested information will be required to be submitted two days prior to the scheduled interview time.

Section 14 Selection Criteria

The Technical Review Committee will rely on the qualitative information contained and presented in the proposals, interviews, and reference checks in making the decision to select the most qualified firm to provide services for this project. Selection criteria will be based on:

1. Experience, qualifications, and availability of proposed team leaders (45 percent).
2. Technical work process (10 percent).
3. Proposal, interview, and response (35 percent)
4. General Conditions and fixed fee (10 percent)

Upon completion of the interviews, the firms will be ranked. Unless all proposals are rejected, the Owner will commence negotiations of a fee for services with the highest-ranking firm. If an agreement for services cannot be reached with the highest ranked firm, the Owner will move to the second ranked firm or take such action as the owner deems appropriate. The same process will be repeated with the other ranked firms if no such agreement can be reached. Upon successful negotiations with a firm, the Owner may enter into a contract with the selected firm. The Owner reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed firms.

Acceptance of a proposal shall be by written notice to the construction manager submitting the accepted proposal and by simultaneously notifying in writing the other construction managers that their proposals were not accepted.

CMR Worksheet and Questionnaire

CMR Fee	
Preconstruction Lump Sum Fee (management staff time, overhead, and profit beginning at the time of contract award and ending at the execution of the GMP amendment).	\$
Percentage of Cost of the Work (Beginning at GMP through Project completion. The percentage will be converted to fixed fee at time of GMP).	%
Please define what is included in your CMR fee vs. Cost of Work	

Not-to-exceed CMR management staff general conditions.

Management Staff General Conditions:

Based on the schedule outlined in this RFQ, provide a not-to-exceed price for staff-related general conditions beginning at the time of the GMP through project completion. Price to include home office staff and on-site management including all necessary staff general conditions such as benefits, bonuses, vacation time, personal time off, cell phone, mileage, per diem, relocation, etc. Price to include office trailer including copiers, furniture, computers, phones, radios, office supplies, etc. Please provide detailed buildup of your price quote.

Do NOT include project general conditions such as utilities, dumpsters, temporary toilets, safety equipment, hoisting, snow removal, periodic and final clean, etc., as they are intended to be reimbursed at actual cost without profit markup.

Reimbursable General Conditions Costs

Full insurance package expressed in dollars per \$1,000 of construction costs. (Include type and limits of coverage.)

Performance bond.

Please include 2017 equipment rental rate schedule.

Provide the following:

1. Bonding Information
 - a. Bonding rate

- b. Total bonding line
 - c. Bonding line available
 - d. Surety provider
 - e. Surety agent (reference contact)
2. Confirmation that your firm's mark-up on General Conditions for changed work pursuant to change orders or owner-directed changes will not exceed the rate for General Conditions mark-up at time of GMP.
 3. Labor-burden rate for general conditions field labor (straight time and overtime).
 4. Small tools: percent of field labor.
 5. Equipment rental rate structure (owned and third-party rentals). Willingness to cap rental costs at no more than purchase price. Willingness to discount from AED rates.
 6. Confirmation that your firm will have an open bid/open book policy with the Owner on all aspects of the project.
 7. Recommended Contractor Contingency by Design Phase (percent of construction cost).
 8. Additional Information:
 - Provide a breakdown of probable General Conditions with your proposal.
 - Provide a detailed breakdown of other proposed reimbursable expenses.
 - Provide a complete breakdown of all reimbursable and non-reimbursable personnel proposed for this assignment
 - Indicate your fee and any special conditions related to change order work.
 - Indicate if any percentage overhead of profit is added to the cost of burdened labor and materials for work accomplished with your own forces before the Construction services Fee is added, and if so, what that percentage is.
 - Identify and list the current percentages to be added to the direct labor costs to cover all taxes, insurance and other employee benefits.
 - Indicate current trade labor wage rates and provide an itemized breakdown of applied labor and budget rates for each category of tradesmen employed by your firm. Include direct and indirect personnel expenses, workman's compensation rates, etc. by individual component summed for a total percentage expression.
 - Provide a schedule of rental rates proposed for contractor owned equipment which may be used for, and charged to, the project. Indicate how small tools or other similar costs are determined and are proposed to be billed to the project.

Section 16

Standard Proposal Information

1. Authorized Signature:

An individual authorized to bind the Offeror to the provisions of the RFQ must sign all proposals.

2. Owner Not Responsible for Preparation Costs:

The Owner will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

3. Conflict of Interest:

The CMR must disclose any instances where the firm or any individual anticipated to be working on the project has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed anyone belonging to the Owner). The Owner reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal.

4. Offeror's Certification:

By signature on the proposal, the CMR certifies that it complies with:

- The laws of the state of West Virginia.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFQ.
- All representations, warranties, and other information set forth in the proposal is truthful and accurate after a diligent investigation by the CMR, and the Owner and A/E may rely on information contained within CMR's proposal.
- A condition that the proposal submitted was independently arrived at, without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any CMR may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the Owner's request.

5. Amendments to Proposals and Withdrawals of Proposals:

The CMR may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the Owner's request.

6. Right of Rejection:

The owner reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended firms will be rejected. The Owner may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFQ.

The Owner may waive minor informalities that:

- Do not affect responsiveness.
- Are merely a matter of form or format
- Do not change the relative standing or otherwise prejudice other offers
- Do not change the meaning or scope of the RFQ
- Are insignificant, negligible, or immaterial in nature.
- Do not reflect a material change in the work.
- Do not constitute a substantial reservation against a requirement or provision.

The Owner reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The Owner also reserves the right to refrain from making an award if it determines it to be in its best interest.

