

**Request for Qualifications**

**PIN 5758.17 OUTER HARBOR ACCESS:  
REPLACEMENT FOR THE  
SOUTH MICHIGAN AVENUE BRIDGE**

**Buffalo, New York**

**DESIGN PHASES I-IV**

**PUBLIC SCOPING, PRELIMINARY ENGINEERING  
AND ENVIRONMENTAL REVIEW SERVICES**

Solicitation Issue Date: August 25, 2008  
Proposal Due Date: September 16, 2008

Issued by:

**Erie Canal Harbor Development Corporation**

A subsidiary of the New York State Urban Development Corporation d/b/a  
Empire State Development Corporation

Liberty Building  
420 Main Street, Suite 1030  
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## **I. INVITATION TO SUBMIT QUALIFICATIONS**

The Erie Canal Harbor Development Corporation (ECHDC), a subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development Corporation (ESDC), is seeking to retain professional civil engineering, planning, and environmental consultant firms and/or teams to provide project scoping, preliminary engineering, and environmental review services related to a proposed bridge connection over the Buffalo River between the Inner and Outer Harbor areas in the City of Buffalo, New York (the "Project"). The Project is intended to replace the capacity of the former South Michigan Avenue Bridge over the City Ship Canal. The former South Michigan Avenue Bridge once passed over the City Ship Canal in the vicinity of the General Mills Plant and connected Michigan Avenue to Fuhrmann Boulevard; it was rendered inoperable and removed by the City of Buffalo in the mid-to-late 1950s.

ECHDC, in cooperation with the City of Buffalo, is entering into a federal aid agreement with the New York State Department of Transportation (NYSDOT) to undertake scoping, preliminary engineering, and environmental review for the Project. Because the Project involves the use of federal Highway Bridge Rehabilitation and Replacement (HBRR) funds, the federal lead agency will be the Federal Highway Administration (FHWA).

The Project has a relatively aggressive schedule for completion, in light of the fact that the process for reauthorization of the federal transportation act (i.e., SAFETEA-LU) will begin in early 2010. It is the intent of involved agencies to have a significant portion of required project scoping and preliminary engineering activities completed within this timeframe to make informed decisions on funding needs and other project details in order to include it as a potential earmark in the new federal transportation bill.

## **II. PROJECT BACKGROUND**

The Project area is comprised of an approximately 1-mile corridor extending from a northern terminus in the Inner Harbor area of downtown Buffalo (containing various local streets that end short of the Buffalo River or the City Ship Canal) to a southern terminus in the vicinity of Fuhrmann Boulevard on the Outer Harbor. The Buffalo River crosses the corridor and contains a federally-regulated shipping channel in this area; a minimum vertical clearance of 100 feet is required for all fixed structures over the channel. Because the preliminary scope of the Project calls for a low-level bridge, it is likely that the proposed Project would involve a moveable structure (e.g., bascule, swing, lift, turntable or other type of moveable bridge). The Project corridor also contains several existing or planned land and water uses including, but not limited to several private marinas, mature industrial facilities, the Erie Canal Harbor, the proposed Canal Side project, the proposed Waterfront Village project, and the proposed Seneca Buffalo Creek Casino Complex.

Two prior reports have been prepared by the City of Buffalo related to a new local bridge connection over the Buffalo River. In 1987, the City prepared an Engineering Report for a Gateway Bridge and in 1999, the City prepared an Expanded Project Proposal (EPP) for an Inner-Outer Harbor Link. Both of these prior efforts examined various alternatives for a local bridge connecting the Inner and Outer Harbor areas. In addition to replacement of the South Michigan Avenue Bridge, these studies examined other potential crossing locations such as Erie Street and Main Street, as well as various moveable bridge types.

## **III. SCOPE OF SERVICES**

The consultant firm or team will provide services to facilitate the identification of feasible, community-supported alternative(s) and advance them to Design Phases I through IV (as outlined in the NYSDOT *Project Development Manual* [PDM] and NYSDOT *Procedures for Locally Administered Federal Aid Projects* [PLAFAP]) based upon need, available resources, and other criteria to be established by ECHDC, the City of Buffalo, NYSDOT, FHWA, and other agencies and Project stakeholders.

The initial effort of the selected consultant firm or team will involve reviewing/updating the analyses and findings of the these reports as the basis for the preparation of a Project Scoping Report in accordance the NYSDOT PDM, including the undertaking of a public process with relevant agencies, organizations, and interested citizens to identify one or more feasible community alternatives for a local bridge crossing in the corridor. The following technical activities will be undertaken in preparing the Project Scoping Report: 1) Assist in the formulation of goals, objectives and associated evaluation criteria; 2) Update information to complete an existing conditions inventory and analysis; 3) Document current projects and future plans in the corridor; 4) Update existing and future “no-action” travel demand forecasts and associated segment/intersection level-of-service analyses (in conjunction with the Greater Buffalo Niagara Regional Transportation Council [GBNRTC]); 5) Identify needs and opportunities for improvement related to stated goals/objectives; 6) Develop conceptual alternatives for a local bridge crossing, including design criteria, bridge type studies, and order-of-magnitude costs; and 7) Evaluate conceptual alternatives against established criteria to identify feasible community alternatives.

The required services for Design Phases I-IV will include further developing feasible community alternatives developed in the PSR to a preliminary engineering level of detail. This will include horizontal/vertical alignments of bridge and approach road segments, preferred bridge types, detailed cost estimates, integration of bicycle/pedestrian connections, and environmental integration/enhancement features. Each of the feasible design alternatives will be fully assessed, together with the “No-Build” alternative, with regard to their relative social, economic and environmental impacts.

The project has been preliminarily categorized as a National Environmental Policy Act (NEPA) “Class I” action and a “Non-Type II (EIS)” action under NYSDOT regulations to implement the New York State Environmental Quality Review Act (SEQRA). Therefore, it is assumed the consultant will incorporate all preliminary engineering and social, economic and environmental studies into a Draft Design Report/Draft Environmental Impact Statement (DDR/DEIS). The consultant will prepare the DDR/DEIS incorporating ECHDC, City of Buffalo, NYSDOT, FHWA, and other agency advisory and public input. The consultant will assist ECHDC at all public information meetings and public hearings and analyze and identify significant concerns and issues. The consultant will assist in identifying the preferred design alternative and providing final evaluations and recommendations in a Final Design Report/Final Environmental Impact Statement (FDR/FEIS). The FDR/FEIS will respond to all substantive comments of the DDR/DEIS and be used as the basis for a FHWA Record of Decision (ROD) on the Project.

The Contract Term is expected to begin in November 2008 and end by January 2011. The estimated total project cost is \$2.0 million. The payment method will be Cost Plus Fixed Fee.

#### **IV. SELECTION PROCESS & REQUIREMENTS**

##### **A. Skills Required**

The selected firm and/or team should be proficient and have demonstrated project experience in:

- 1) Design/planning specialties, including bridge design and bridge architecture (particularly moveable bridge design), civil/structural engineering, urban transportation planning and traffic analyses, urban design, and disciplines in the environmental sciences (water/air resources, cultural resources, asbestos, contaminated materials, noise, etc.);
- 2) Corridor analyses;
- 3) Public involvement techniques and methods for outreach/consensus building, particularly for controversial projects;
- 4) NYSDOT Procedures (e.g., *PDM*, *PLAFAP*, *Environmental Procedures Manual*);

- 5) Rules/regulations associated with SEQRA and NEPA; and
- 6) Other pertinent rules/regulations of State and Federal agencies (e.g., FHWA, US Army Corps of Engineers, Coast Guard, NYS Department of Environmental Conservation, State Historic Preservation Office, etc.).

## **B. Selection Process**

In accordance with federal procurement regulations, selection of a firm or team considered to be the "most highly qualified" shall be made in accordance with a Qualification Based Selection (QBS) process. The selection of the most highly qualified firms will be based on the following evaluation criteria and weights (100 total points) as follows:

- 1) Experience/qualifications of the proposed firm/team and staff to undertake the specific requirements of the Project – 30 points;
- 2) Approach of the firm or team on technical aspects of the effort, including their approach on successful community participation and consensus-building for a controversial project – 30 points;
- 3) Experience of the firm or team with federal aid and locally administered federal aid bridge design projects – 15 points;
- 4) Experience of the firm or team with the various environmental issues associated with the effort – 15 points;
- 5) Logistics and familiarity with the Project Area – 10 Points.

Based on its review of the RFQ responses, ECHDC will select a short list of responders to interview within ten (10) days of receipt of responses. ECHDC will notify each responder in writing via fax, or e-mail, as to whether its proposal has been selected for short-list interviews to be held at its Buffalo office.

The short list of respondents will have the opportunity to make presentations to a selection committee made up of ECHDC, ESDC, NYSDOT and the City of Buffalo representatives. Respondents should be also prepared to respond to questions regarding their qualifications and general approach to the effort.

The Selection Committee will select a "most highly qualified" respondent and rank each of the remaining short-listed respondents. Following this ranking, ECHDC will prepare to negotiate scope of work and costs with the "most highly qualified" firm/team and develop a contract defining all Project terms and conditions. A copy of Schedule A can be found at [http://www.empire.state.ny.us/rfp/required\\_forms.htm](http://www.empire.state.ny.us/rfp/required_forms.htm). This schedule includes generally applicable contract terms and conditions. To the extent of any conflict between this RFQ and Schedule A, the Terms of Schedule A shall apply.

If ECHDC cannot come to successful terms with the selected firm/team on the contract, scope of work, and costs for the effort, ECHDC would disband negotiations and move to the next highest-ranked firm or team.

## **C. Submission Requirements**

Firms and/or teams are required to submit one (1) signed original and ten (10) copies of the firm's latest SF254, plus a completed SF 255 including materials that demonstrate the firm's capabilities and experience.

In addition to outlining experience and capabilities, Item 10 of SF 255 should include a general approach to undertaking the Project Scoping Report, preliminary engineering, and environmental review processes,

particularly focusing upon anticipated structure of the public involvement program to reach wide general consensus on a feasible community alternative(s) within the required timeframe to include as a project in the federal transportation reauthorization process. The submission shall be limited to no more than 75, double-sided pages that shall be spiral bound. Three-ring binders will not be accepted.

## **D. Other Certifications & Requirements**

### **1. Non-Discrimination Policy.**

On FHWA funded projects, project sponsors are encouraged to solicit DBE participation on all consultant contracts. Certified Disadvantaged Business Enterprises (DBEs) are encouraged to submit proposals in response to this solicitation. Other consultant firms are encouraged to include DBE sub-consultants to meet established participation for this Project.

It is the policy of the State of New York, ESDC, and ECHDC to comply with all federal, State and local laws, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action in working with contracting parties to ensure that New York State Business Enterprises, Minority and Women-owned Business Enterprises (M/WBEs), Minority Group Members and women share in the economic opportunities generated by ECHDC's participation in projects or initiatives, and/or the use of ESDC and ECHDC's funds. ECHDC's non-discrimination and affirmative action goals will apply to this initiative. The selected consultant team shall be required to use its best efforts to achieve M/WBE participation of not less than 25% (20%-MBE, 5%-WBE) of the total dollar value of the contract. **A copy of each respondent's Equal Employment Opportunity Policy Statement, anticipated Staffing Plan (Schedule A-1) and Schedule of Minority and Women Business Participation (Schedule A-2) shall be included as part of the response to this RFQ.** The latter two forms can be found on the Required Forms for Vendors link at the ESDC website under "RFPs/RFQs". ([http://www.empire.state.ny.us/rfp/required\\_forms.htm](http://www.empire.state.ny.us/rfp/required_forms.htm)) Only the prime consultant completes the forms. In the forms, the firm is required to denote all the sub-consultants it proposes to use in achieving M/WBE participation. The ESDC Affirmative Action Unit ("AAU") is available to assist you in identifying New York State certified M/WBEs that can provide goods and services in connection with the contract. If you require M/WBE listings, please call the AAU at (212) 803-3224.

### **2. State Tax Law Section 5-a.**

Any contract resulting from this solicitation is also subject to the requirements of State Tax Law Section 5-a ("STL 5-a"). STL 5-a prohibits ESDC from approving any such contract with any entity if that entity or any of its affiliates, subcontractors or affiliates of any subcontractor makes sales within New York State of tangible personal property or taxable services having a value over \$300,000 and is not registered for sales and compensating use tax purposes. **To comply with STL 5-a, all respondents to this solicitation must include in their responses a properly completed Form ST-220-CA, a copy of which is accessible at the Required Forms for Vendors link at the ESDC web site.** ([http://www.empire.state.ny.us/rfp/required\\_forms.htm](http://www.empire.state.ny.us/rfp/required_forms.htm))\_Also in accordance with the requirements of STL 5-a, any contract resulting from this solicitation will require periodic updating of the certifications contained in Form ST-220-CA. Solicitation responses that do not include a properly completed ST-220-CA will be considered incomplete and non-responsive and will not be considered for contract award. Only the prime consultant completes Form ST 220-CA, but Schedule A to Form ST 220-CA requires detailed information from the sub-consultants, such as tax ID number, etc., if applicable. Moreover, if applicable, certificates of authority must be attached by the prime consultant and all the sub-consultants.

### **3. State Finance Law Sections 139-j and 139-k**

State Finance Law Sections 139-j and 139-k (collectively, the "Procurement Requirements") apply to this RFQ. These Procurement Requirements (1) govern permissible communications between potential respondents and ESDC or other involved governmental entities with respect to this RFQ; (2) provide for

increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions; and (3) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this RFQ. Compliance with the Procurement Requirements requires that (x) all communications regarding this RFQ, from the time of its issuance through final award and execution of any resulting contract (the "Restricted Period"), be conducted only with the designated contact persons listed below; (y) the completion by respondents of the Offerer Disclosure of Prior Non-Responsibility Determinations, and the Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law (each form is accessible at the Required Forms for Vendors link at the ESDC web site under "RFPs/RFQs"); and (z) periodic updating of such forms during the term of any contract resulting from this RFQ. **Respondents must submit the Offerer Disclosure of Prior Non-Responsibility Determinations, and the Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law as part of their proposal.**

The Procurement Requirements also require ESDC staff to obtain and report certain information when contacted by prospective bidders during the restricted period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this solicitation. In addition, two such findings of non-responsibility within a four-year period can result in debarment from obtaining any New York State governmental procurement contract.

**For the purpose of compliance with State Finance Law Sections 139-j, contact with Steven P. Ranalli, Senior Project Manager of ECHDC is considered permissible. Contact information for Mr. Ranalli is provided in Section VII.**

This is not a complete presentation of the provisions of the Procurement Requirements. A copy of State Finance Law Sections 139-j and 139-k can be found at:

[http://www.empire.state.ny.us/rfp/required\\_forms.htm](http://www.empire.state.ny.us/rfp/required_forms.htm)  
(under "ESDC Policy Regarding Permissible Contacts under SFL 139")

All potential Respondents are solely responsible for full compliance with the Procurement Requirements. Both the prime consultant and the sub-consultants complete the forms required above.

#### **4. Insurance Requirements**

Please note that **upon selection** for this Project, the Consultant will be required to demonstrate/provide the following insurance coverages, adding ECHDC and ESDC as "additionally insured":

- Commercial General Liability insurance of \$1.0 million per Occurrence/\$2.0 million in the Aggregate;
- Commercial Automobile Insurance with a limit of \$1.0 million;
- Errors and Omissions with a limit of \$1.0 million; and
- Evidence of Workers Compensation and Employers' Liability insurance.

## **V. PRE-PROPOSAL CONFERENCE**

ECHDC staff and ESDC's design/construction staff will be made available at a non-mandatory, pre-proposal conference on **Tuesday September 2, 2008 at 1:30 P.M. local time at 1 Naval Park Cove, Buffalo, NY 14202, 2<sup>nd</sup> Floor Conference Room**. At this meeting, respondents will have the opportunity to ask questions about submittal requirements of the RFQ.

## **VI. TIME AND PLACE OF SUBMISSION**

Respondents will not receive compensation or reimbursement of any expenses associated with preparing and/or submitting the proposal.

Respondents are required to submit one (1) original and nine (9) copies of their proposal **prior to 5:00 P.M. local time on September 16, 2008**. Responses shall be firmly sealed in an envelope or box, and contain the Respondent's name and return address.

Please be advised that under no circumstances will ECHDC obligate itself to consider a response which is received after the deadline or does not include the basic items described above.

Responses shall be delivered to:

**Charles F. Rosenow, President  
Erie Canal Harbor Development Corporation  
Liberty Building  
420 Main Street, Suite 1030  
Buffalo, NY 14202**

ECHDC reserves the right to reject a proposal if any document or item listed in this RFQ is incomplete, improperly executed, indefinite, ambiguous, and/or is missing. Additionally, factors such as, but not limited to the following may also disqualify a respondent without further consideration:

- Evidence of collusion among Respondents;
- Any attempt to improperly influence any member of the evaluation panel;
- Discovery that a Respondent purposely misled or knowingly provided false or inaccurate information in a proposal;
- A Respondent's default under any type of agreement, which resulted in the termination of that agreement;
- Existence of any unresolved litigation or legal dispute between the Respondents and the City of Buffalo, ECHDC, ESDC, or the State of New York.

ECHDC reserves the right to reject any and all proposals and to waive any informalities or irregularities in procedure.

## **VII. ADDITIONAL INFORMATION**

Any all questions or requests for additional information or documents will be accepted no later than **close of business on September 10, 2008** to:

**Steven P. Ranalli, Senior Project Manager** (contact information provide above).  
**Erie Canal Harbor Development Corporation**  
[srnalli@empire.state.ny.us](mailto:srnalli@empire.state.ny.us)

Except as otherwise noted in this RFQ, all questions shall be **submitted in written form** and answers will be sent via e-mail and facsimile on **September 12, 2008**. Additional information may become available and, along with the responses to all requests for deadline extensions, substantive questions and document requests may be made available at any point during this process.

The anticipated completion date for the consultant selection process is mid-October, 2008.

### **VIII. GENERAL TERMS AND CONDITIONS**

In addition to the terms and conditions stated elsewhere in this RFQ, it is subject to the terms and conditions set forth in **Exhibit B** hereto.

### **IX. ATTACHMENTS**

Exhibit A – Context Map

Exhibit B – General Terms and Conditions

## **Exhibit A – Context Map**

**Project Identification No. (PIN) 5758.17  
Outer Harbor Access; S. Michigan Avenue  
Bridge Replacement  
City of Buffalo**

**Erie Canal Harbor Development  
Corporation  
\$2.070 million  
(Design Phases I-IV)**

**Fund Source: Federal Highway Bridge  
Reconstruction & Rehabilitation (HBRR)**

**4. Erie Street Corridor B:** Realign  
Erie Street to Historic Right-of-Way;  
New Movable Bridge Over River;  
Connects to Fuhrmann Boulevard

**3. Erie Street Corridor A:** Current  
Erie Street Right-of-Way; New  
Movable Bridge Over Buffalo River;  
Connects to Fuhrmann Boulevard

**2. Main Street Corridor:** Two New  
Movable Bridges over Buffalo River and  
City Ship Canal; Passes Over  
MetroRail, Under Buffalo Skyway &  
through Connecting Terminal Grain  
Elevator; Connects to Fuhrmann  
Boulevard

**1. Michigan Avenue Corridor:**  
Replacement Movable Bridge (or  
possibly Fixed) over City Ship Canal  
(destroyed in 1950s); Connecting to  
West Michigan Avenue & Fuhrmann  
Boulevard

Potential Corridors  
PIN 5758.17  
Outer Harbor Access/  
S. Michigan Avenue Bridge Replacement

## **Exhibit B – General Terms & Conditions**

## **GENERAL TERMS AND CONDITIONS**

The acceptance of any Proposal shall be subject to, and contingent upon, the execution and delivery by ECHDC and/or ESDC of a contract for the services described herein, in form provided by ECHDC and/or ESDC.

- A. The contract shall contain, among other terms, certain provisions required by law or policies of the City and State, including, without limitation:

Provisions providing that the successful respondent:

- a. is an independent contractor;
- b. shall defend, indemnify and hold harmless the State, ECHDC, ESDC, City of Buffalo and their respective officers, directors, employees and agents from and against any claims or damages relating to the respondent's acts and omissions;
- c. shall maintain financial and other records relating to the contract and make such records available for inspection and audit;
- d. have no conflicts of interest with, or outstanding financial obligations owing to, the State, ECHDC, or ESDC.
- e. maintains and provides the following insurance with insurers licensed to provide insurance in the State of New York: Commercial General Liability insurance of \$1 million per occurrence and \$2 million in the aggregate; Commercial Automobile Liability with a limit of \$5 million; Excess/Umbrella Liability of \$19 million; Commercial Property Insurance for the full insurable value of the Premises; Employee Dishonesty coverage of \$1 million; Boiler and Machinery Insurance for damages up to the full insurable value of the Premises; and evidence of Workers Compensation/Employers' Liability insurance. Such policies of insurance shall be in a form acceptable to, and shall include any conditions reasonably required by ECHDC and/or ESDC and shall name the State, ECHDC, ESDC, and City of Buffalo as additional insureds;
- f. is qualified to do business in the State of New York and is in receipt of all licenses, if any, required by applicable governmental entities; and
- g. shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services as set forth in the Contract. The successful respondent must further agree that in the performance of

the services no person having such a conflict of interest shall be employed by it.

- B. News Release – Recipients of this RFQ shall make no news/press release pertaining to this RFQ or anything contained or referenced herein without prior written approval from ECHDC and/or ESDC. Any news release pertaining to this RFQ may only be made in coordination with ECHDC and/or ESDC.
- C. Prohibited Persons – No respondent to this RFQ will be selected if an individual who is an owner, shareholder, member, partner, officer or director, or otherwise a principal and/or its management team is determined, in ECHDC's and/or ESDC's sole discretion, to have been convicted of a felony or a crime involving moral turpitude, to be an organized crime figure, to be under indictment or criminal investigation, to be in arrears or in default of any debt, contract or obligation to or with the City or State of New York, or any other of their instrumentalities or otherwise to be a prohibited person as defined by ECHDC and/or ESDC. The selected respondent and all principals thereof, if applicable, and/or owners, shareholders, members, partners, officers or directors of the respondent's team are subject to investigation by ECHDC and/or ESDC. The selection of a respondent may be revoked in the event that any derogatory information is revealed by such investigations.
- D. Proposal Costs – ECHDC and/or ESDC shall not be liable for any cost incurred by the respondent in the preparation of its proposal to this RFQ or, with respect to the respondent, for any work performed prior to the execution and delivery of the contract.
- E. ECHDC and/or ESDC shall be the sole judge of each respondent's conformity with the requirements of this RFQ and the merits of the proposal. ECHDC and/or ESDC reserves the right, in its sole discretion to: amend, modify or withdraw this RFQ; waive any requirements or conditions or modify any provisions of this RFQ with respect to one or more respondents; require supplemental statements and information from any respondents to this RFQ; to award a contract to as many or as few or none of the respondents as ESDC may select; award a contract to entities who have not responded to this RFQ; accept or reject any or all proposals received in response to this RFQ; extend the deadline for submission of proposals; negotiate or hold discussion with one or more of the respondents; correct deficient proposals that do not completely conform with this RFQ; reject any and all proposals and to cancel this RFQ, in whole or in part, for any reason or no reason. ECHDC and/or ESDC may exercise any such rights at any time, without notice or liability to any respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise.
- F. This RFQ and any contract or agreements resulting herein are subject to all applicable Federal, State and local laws, rules, regulations and executive orders.

- G. Any modifications to this RFQ shall be issued in writing by ECHDC and/or ESDC and posted on the ECHDC website. Nothing stated at any time by any representative of ECHDC, ESDC, the State, or of any other entity shall effect a change in, or constitute a modification to this RFQ unless confirmed in writing by ECHDC and/or ESDC. Respondents may request clarification from ESDC prior to the submission deadline. Any such clarification from ECHDC and/or ESDC must be in writing in order to be binding on ECHDC or ESDC.
- H. ECHDC and/or ESDC is not obligated to pay any costs, expenses, damages or losses incurred by any respondent at any time unless ECHDC and/or ESDC has expressly agreed to do so in writing.
- I. ECHDC and/or ESDC shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of the contract. It shall be a condition of any contract that the respondent agree to pay the commission or other compensation due to any broker or finder in connection with the transaction, and to indemnify and hold harmless the State, the City, ECHDC and/or ESDC from any obligation, liability, cost or expense incurred by it as a result of any claim for commission or compensation brought by any broker or finder by reason of the transaction.
- J. ECHDC and ESDC reserve the right to modify the requirements set forth herein and to expand, limit or otherwise alter the scope of requested services.