



**REQUEST FOR QUALIFICATIONS
FOR
CITY ATTORNEY AND CITY LEGAL SERVICES**

Proposal Release Date	06/30/2023
Last Date/Time for Questions	07/19/2023 2:00 pm PST
Proposals Due at City	07/28/2023 2:00 pm PST

Submit Proposals to:
Don Reynolds, City Manager
citymanager@san-juan-bautista.ca.us

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BACKGROUND

The City of San Juan Bautista incorporated in 1869 as a General law City, and is one of two municipalities in San Benito County (the other being Hollister) that is home to approximately 2,000 residents, an iconic Mission, and a historic State Park and registered historic downtown 3rd Street. The City is surrounded by an agricultural community that is currently the largest producer of organic salads in the United States, based just outside of the City limits.

San Juan Bautista's economy relies on its ability to preserve and promote its historic culture to maintain and promote its unique tourist destination. In addition to those resources located within the City, other local attractions include the gateway to the Pinnacles National Monument, historic De Anza Trail, and Fremont Peak Observatory situated atop Fremont Peak in the Gavilan Range. This is a non-profit astronomical institution serving the local community.

The City Council consists of five elected Councilmembers elected at-large, with annual rotating appointments of Mayor and Vice Mayor. The City Treasurer is elected, and the City Clerk is appointed by a City Manager. The City Manager is also appointed by the City Council, and oversees the daily operations of ten full-time staff. Two new full-time positions were approved in the Budget for next Fiscal Year. The City provides both water and wastewater services to its 820 households, commercial and industrial users. It is a member of the California Intergovernmental Risk Authority ("CIRA"). The City relies heavily on contract services including law enforcement, fire protection, City Engineer and Building Official.

San Juan Bautista's proximity to Santa Clara's Silicon Valley makes the City a vital neighbor to the nation's technology industry. The City has successfully resisted pressure to become a bedroom community to Santa Clara County. It also serves travelers from Central Coast and the San Joaquin Valley as they travel to-and-from between State Highways 101 and 5.

SAN JUAN BAUTISTA NOTICE TO PROPOSERS

Notice is hereby given that the City of San Juan Bautista (City) will receive proposals describing qualifications (RFQ) for CITY ATTORNEY & CITY LEGAL SERVICES at:

City of San Juan Bautista
ATTN: Don Reynolds, City Manager
311 Second Street
P.O. Box 1420
San Juan Bautista, CA 95045

until 07/28/2023 at 2:00 PM, PST. Email submission may be made in lieu of mailing a hard copy of the proposal to: citymanager@san-juan-bautista.ca.us

There will be no public bid opening.

Request for Qualifications (RFQ) Purpose

The goal of the City is to retain a Professional Law firm with experience in California as a City Attorney, and all other legal fields related to municipal government. The Law Firm will be familiar with "Best Practice" legal techniques in their particular line of work, and if necessary be capable of defending the City in a court of law. The City is requesting proposals from consultants specializing in the required services outlined in the Scope of Services section of this Request for Proposal.

Description of Work

The proposed work is officially known as the Specifications, as further described in the **SCOPE OF SERVICES** section of this RFQ.

Availability and Clarification of Documents

This RFQ and any addendums will be posted on the City website at:

<https://www.san-juan-bautista.ca.us>

Question Submittal

Any questions related to this RFQ should be submitted in writing preferably by email to Don Reynolds, City Manager, at citymanager@san-juan-bautista.ca.us. Questions received by the City, including responses, will be consolidated and posted on the City website. The deadline for submitting questions is 2:00 pm PST 07/21/2023. Material changes, if any, to the proposal requirements will be addressed by written addendum.

Respondents will provide written acknowledgment of each addendum issued with their proposal submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be received issued after 2:00 pm PST on 07/19/23 with the last day for the City to provide written replies on its web-site is 07/21/2023. It is the sole responsibility of the respondent to check the City website to determine if an addendum has been posted.

Estimated Timeline

RFQ Release Date	06/30/2023
Questions Due	07/19/2023, 2:00 PM PST
Clarifications/Addenda Issued	07/21/2023
RFP Response Submittal	07/28/2023, 2:00 PM PST
Evaluation Complete	08/10/2023
Contract Award	08/15/2023

Note: Timeline is an estimate only. The City reserves the right to alter dates or cancel this RFQ in part or its entirety.

PROPOSAL PREPARATION

Your proposal should highlight the experience, qualifications and competency of your firm, and of the particular staff to be assigned to this project. It should also specify an approach that will meet the Request for Qualifications (RFQ) requirements.

The proposal should include:

- Title Page showing the Request for Qualifications subject; the firm's name; the name, address, and telephone number of the contact person; and the date of the proposal.
- Signed Transmittal Letter briefly stating the firm's understanding of the work to be done; the commitment to perform the work within an acceptable time period; and the name of the person authorized to represent the firm, title, address, and telephone number.
- Cost information describing the law firm's rates for various partners, attorneys and support services staff must be transmitted separately as indicated in the **Cost Proposal Rate Sheet** instructions.
- Your qualifications and rate sheet proposal should be prepared simply and economically, providing a straightforward, concise description of the firm's capabilities to satisfy the requirements of this Request for Qualification. While additional information may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

1. Authorized to Practice in California

An affirmative statement must be included verifying the law firm and all assigned key professional staff are properly licensed and/or authorized to practice in California.

2. Independence

The firm must provide an affirmative statement that it is independent of the City of San Juan Bautista and no member of the proposed project team, or family member, is an employee of the City.

3. Firm Qualifications and Experience

The firm must have extensive experience in the Scope of Services described herein. The proposal should include the size of the firm and the location of the office from which the work on this engagement is to be performed. Indicate the primary representative to be assigned to the City as its "City Attorney." Indicate the number and nature of the professional staff to be employed in this engagement on a full-time basis; and, the number and nature of the staff to be employed on a part-time basis. Staff consistency is an important consideration.

4. Partner, Supervisory and Staff Qualifications & Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to this engagement. Include resumes indicating specialized training, professional certifications and licenses.

Provide information on the government experience of each person, including information on relevant professional education and membership in professional organizations relevant to the performance of this engagement. Indicate how the consistent assignment of staff over the term of the agreement will be assured.

5. Similar Engagements with Other Government Entities

For the firm's staff that will be assigned responsibility for this project, list three to five completed engagements similar to the work described in this Request for Qualifications. California State Public Agency experience is desirable. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

The City reserves the right to contact any or all of the listed references regarding services performed by your firm.

6. Litigation and Claims

Respondent shall disclose any lawsuit, litigation or arbitration resulting from:

- (a) Any government engagement where litigation is still pending or has occurred within the last five years; or,
- (b) Any type of project where claims or settlements were paid by your firm or its insurers within the last five years.

Describe circumstances and outcome for any incident disclosed.

7. Specific Project Approach

The proposal should set forth a work plan, including an explanation of the project methodology to be followed, to perform the services required in this Request for Qualifications.

Your proposal should include the following information about your firm's approach:

- Proposed work plan, staffing, and staff hours assigned to each phase of this engagement;
- How staff coverage will be managed to provide uninterrupted year-round (365 days/year) service;
- Proposed vehicles and communication equipment to be used;
- Explain status report capabilities and include sample report(s);
- Highlight safety practices and training;
- Approach to be taken to understand, review and make recommendations regarding City business practices and to improve current operations;
- Description of any anticipated problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City.

Pre-Award Expenses

Pre-award expenses are defined as costs incurred by the respondent in:

1. Preparing its proposal in response to this RFQ;
2. Submitting its proposal to the City;
3. Negotiating with the City on any matter related to the proposal; or,
4. Any other expenses incurred by the respondent prior to date of award.

There is no expressed nor implied obligation for the City to reimburse pre-award expenses incurred in the preparation of a proposal. Furthermore, proposals received shall become the property of the City and will not be returned.

Cost Proposal Rate Sheet

The Cost Proposal should contain all detailed pricing relative to performing the Scope of Services as described in this Request for Qualifications. Itemize regular hourly rates and overtime hourly rates. The Cost Proposal shall be submitted in a separate, sealed envelope; or, as a separate file if submitted via email.

If a total all-inclusive maximum price is proposed, it shall contain all direct and indirect costs, including out-of-pocket expenses. The Cost Proposal should reference a schedule of professional and administrative fees and expenses that support the total all-inclusive maximum price. This fee schedule may also be used for costing out any additional work that may be required.

If hourly rate billing is preferred, please state the hourly rates for the designated City Attorney and associates for general work and for special services, such as litigation, if such services will be billed at a different hourly rate.

Please define the type and unit rates for reimbursement for expenses such as mileage, reproduction of documents, faxed documents, and word processing charges. Billing shall

be made on a monthly basis. Interim billings shall cover a period of not less than a calendar month.

Note: Any supplemental fuel charges; energy surcharges; required licenses, training, travel, insurance and bond costs; pandemic-related and Personal Protective Equipment (PPE) expenses will not be allowed.

REQUEST FOR QUALIFICATIONS SUBMITTAL

One signed original and one (1) copy of the RFQ must be submitted to the City of San Juan Bautista, 311 Second Street, San Juan Bautista, CA 95045 no later than 07/28/2023 at 2:00 PM, PST. Proposal shall be submitted in a sealed envelope clearly marked with proposal name and number. Email submission may be made in lieu of mailing a hard copy of the proposal to: citymanager@san-juan-bautista.ca.us

There will be no public bid opening.

Late Proposals

RFQ's arriving after the specified date and time shall not be considered, nor will late RFQs be opened. Each prospective respondent assumes responsibility for timely submission of their proposal.

Withdrawal or Modifications of Proposals

Any RFQ may be withdrawn or modified by a written request signed by the respondent and received by the City prior to the final time and date for the receipt of proposals. Once the deadline is past, respondents will be obligated to fulfill the terms of their proposal.

Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the respondent as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise, the information shall be considered a public record. Information or data submitted with a proposal will not be returned.

Proposal Acceptance and Rejection

The City reserves the right to accept any RFQ's, reject any and all RFQ's, make a partial award, make multiple awards, call for new RFQ's, or dispense with the RFQ process in its entirety. The City may waive any minor deficiencies or technicalities in the RFQ's received.

SCOPE OF SERVICES

SPECIFIC COMPANY INFORMATION

The proposal must provide specific and succinct answers to all questions and requests for information. Submission of individual resumes is encouraged, but cannot be substituted for answers to specific questions. Whether or not the services are provided by a firm or individual, the City desires that services be provided primarily through one individual, that the individual be the City's primary contact, and that the individual be the

one to attend most meetings. The City also anticipates that individual will be designated as City Attorney.

1. Please describe the nature of your practice or your law firm's practice, and your qualifications for providing attorney services for the City of San Juan Bautista. Please provide a professional chronology of the individual who will be designated to serve as City Attorney and others who you anticipate will be involved in providing legal services to the City of San Juan Bautista.
2. For a person whom you propose to designate as City Attorney, and for each person proposed as deputy or backup, please provide the following:
 - Legal training and years of practice (including admission date of California Bar). Years of municipal or other local public sector law practices as a full-time local government attorney and/or in a private law office specializing in local government.
 - Knowledge of and experience with California Municipal Law and other public sector experience.
 - Types of clientele represented and length of representation time.
 - Knowledge and practice of law relating to local land use and planning, environmental law, including the California Environmental Quality Act (CEQA), general plans, real estate, and other related planning laws.
 - Experience in the area of construction contracts, consultant contracts, service contracts, purchase contracts, eminent domain, right of way, franchise agreements, easements, encroachments, and other Public Works related issues.
 - Experience in the area of public safety and risk management services.
 - Experience in the area of personnel, disability law rights and obligations, workers' compensation, employee relations and negotiations, and employee discrimination claims.
 - Experience in the preparation and review of ordinances and resolutions.
 - Experience with tax collection, including judgments and liens.
 - Experience in the area of the Public Records Act, the Brown Act, and the Elections Code.
 - Scholastic honors and professional affiliations.

- If the firm/individual, or any of the attorneys employed by the firm have ever been sued by cities or other clients for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates on which the matter began and was concluded, and the results.
 - Intended office location and accessibility to the City
3. Additonal Staffing Detyail
- Describe the staffing of your office, including all permanent and temporary employees and their general duties and work schedules. Include any staffing changes you would propose should you be awarded the contract to provide attorney services for the City.
 - Outline how many hours per week on average it will take to accommodate the City's need for contract attorney services. Please include all time necessary for Council meetings, special meetings, and occasional Commission meetings. The City anticipates 30-40 hours per week on the average will be necessary.
 - Define the standard time frames for response by the City Attorney to direction and/or inquiry from the City Council, City Manager, or City Staff.
 - Describe the systems or mechanisms that would be established for monthly reporting of the status of projects, requests, and litigation.
 - Describe how you or your firm will use technology to communicate and provide City Attorney services to the City of San Juan Bautista including the sharing and transfer of electronic files.

CURRENT CLIENTS/CONFLICT OF INTEREST

1. Please list all current and former clients known to the firm/individual having a substantial property or business interest in the City of San Juan Bautista during the past 3 years.
2. Please list all public clients for whom you or your firm currently provides services either under a fee for services or a retainer basis. Please identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts.
3. For the person to be designated as City Attorney, please list all public clients that person presently represents as city/town attorney or general counsel. Please list the meeting dates and times for the city/town council or governing body of these clients.

COMPENSATION AND REIMBURSEMENT

Please describe how the firm/individual intends to provide legal services, either on a flat-rate monthly (state the amount of the requested retainer), or on a different basis. Basic services, for the purpose of this proposal, shall include those legal services generally understood within the field of municipal law to fall within the category of “general counsel” work, and shall include, but not necessarily be limited to, the following:

- Routine legal advice, telephone and personal consultations with members of the City Council and City Staff.
- Review and /or preparation of staff reports, ordinances, resolutions, agreements, contracts, forms notices, certificates, deeds, leases, and other documents required by the City.
- Attendance at City Council and Planning Commission meetings. The City Council meets on the third Tuesday of each month. The Planning Commission meets the first Tuesday of the month when there are agenda items. The regular meetings for both the City Council and Planning Commission start at 6:00 p.m. In addition, both bodies occasionally call special meetings. The City Attorney will be expected to attend regular and special City Council meetings and occasional Planning Commission meetings as necessary. The City Attorney will coordinate with and provide legal services for the City Manager and departments of the City. The City also has a number of Council appointed advisory boards and commissions that may require City Attorney advice. The City Attorney may also be required to attend certain other meetings with staff, as well as commissions, when necessary.
- Legal work pertaining to property acquisitions, property disposals, public improvements, easement dedications, eminent domain, and right-of-way abandonment.
- Enforcement of City codes, zoning regulations, and building standards through administrative and judicial actions.
- The monitoring of pending and current state and federal legislation and court decisions as appropriate.
- Consultation with the City Council and City staff as needed – rendering of legal advice and opinions (both oral and written).
- The coordination of outside legal counsel as needed and as directed by the City Council and City Manager.

Please define what type of work you would consider to be extra or specialized work, which would be billed in addition to basic services. State the hourly rates for the designated City Attorney and associates for such specialized services.

SELECTION PROCESS

Proposals will be screened by the City Council or a panel appointed by the Council and top candidates will be identified. Top applicants will be invited to participate in an interview with the City Council. The qualifications of the top candidates will be verified and references will be checked. In reviewing the proposals, the City will carefully consider:

- Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in municipal government operations.
- Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and to operate in an effective and efficient manner.
- Ability to attend City Council and other meetings as necessary.
- Degree of availability for timely response to inquiries that arise out of day-to-day operations, questions, or problems.
- Degree to which firm and individual attorneys stay current through continued professional development and active communication with practitioners in the municipal law field.
- Communication skills and ability to communicate.
- Cost of services.
- Other qualifications/criteria as deemed appropriate by the City Council.

The City Manager will negotiate the terms and conditions of a contract with the law firm or individual selected. The contract will require that the law firm or the individual selected as City Attorney maintain professional liability (\$1,000,000 per claim and \$2,000,000 aggregate), general liability (\$1,000,000 per occurrence and \$2,000,000 aggregate), automobile liability (\$1,000,000 per accident), and workers compensation. Insurance coverage must be provided by an insurance company(ies) authorized to do business in the State of California and the policy will not be cancelled or materially changed without thirty (30) days prior notice in writing to the City of San Juan Bautista.

The successful firm or individual must agree, if awarded a contract as a result of its proposal, to indemnify and hold harmless the City of San Juan Bautista, its officers, agents, and employees from any and all claims and losses accruing or resulting to persons engaged in the work contemplated by its agents in the performance of the work. Prior to commencement of any work, those and other provisions will be established contractually.

The contract, to include but not be limited to duties and compensation, will be entered into with the successful firm or individual and approved by the City Council. Legal services will begin upon approval by the Contact and formal appointment of a contract position and shall serve at the pleasure of the City Council. The City Council may terminate the appointment upon sixty days' notice with or without cause.

CONTRACT TERM

This agreement shall commence upon execution by both parties and shall continue for a period of three (3) one years, with four (4), one-year option renewal periods. The prices quoted shall be fixed during the initial one-year period of the contract and price increases may be allowed thereafter as authorized by the City. Price increases may be requested annually after the first year, subject to the following conditions.

Only one (1) price increase will be allowed each year as the result of:

- 1) Governmental or regulatory agency increases to the trade
- 2) Consumer Price Index, All Urban Consumers (CPI-U) increases not to exceed 5%, which ever is the lessor of the two.

Any request for a price increase must be substantiated with documentation and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. Overall increases of greater than 5% from prior year prices will not be allowed.

The City shall be the sole judge as to whether a price increase will be allowed.

Decreases in service prices will be allowed at any time.

KEY PERSONNEL

The City reserves the right to approve the contact person and the person or persons actually performing the services on behalf of respondent. If the City, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing services, then the City may require the respondent to assign a different person or persons to be designated as the contact person or to perform required services.

The City reserves the right to terminate, without penalty, any contract awarded under this Request for Proposal when key personnel identified are not available. Substitution may only occur with advance explicit approval of the City. Substitute personnel must have equal or greater education and experience.

It is further understood that respondent, and its employees, in performing the required services of this RFQ, operate as an independent contractor and not as an employee or agent of the City.

Note: Subcontracting of any Professional Services required under this RFQ is prohibited. If special legal counsel is necessary beyond this scope of work, the City will at its sole discretion contract directly with that firm.

INSURANCE

Respondent shall provide proof of Commercial Liability and Property Damage Insurance, including Assault and Battery coverage, prior to performance of duties. Coverage shall be from a company authorized to transact business in the State of California and shall be in an amount not less than \$3,000,000 combined single limit (CSL). The City shall be named as an additional insured and thirty (30) days' notice of cancellation shall be indicated.

Automobile Liability coverage in an amount not less than \$2,000,000 per accident for bodily injury and property damage is required.

Worker's Compensation coverage in an amount not less than \$1,000,000 per claim for each employee engaged in work on City premises is required.

Respondent is solely responsible for all insurance premium payments.

INDEMNIFICATION

Respondent shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, and agents, from and against all claims for damages, liability, and expenses (including attorney's fees) arising out of this agreement and/or respondent's performance hereunder, except as to such damages, liability, and expenses due to the sole negligence or willful acts of the City, its officers, employees or agents.

TERMINATION

The City may terminate this agreement and be relieved of any consideration to the respondent should respondent fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the respondent. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

PROTESTS

Protests by unsuccessful respondents to the selection for award shall be submitted in writing to the City Manager no later than five (5) business days after award recommendation. Failure to submit a timely written protest to the City Manager shall bar consideration of any such protest.

- a) The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based and shall include all pertinent documents and evidence.
- b) A written protest may not challenge the relative weight of the evaluation criteria or formula for assigning points.
- c) Only a respondent whose proposal is timely received and fully complies with all terms and conditions of the Request for Proposal may protest an award.
- d) Any and all costs incurred by a protesting party in connection with the protest of a solicitation shall be the sole responsibility of the protesting party.

The City Manager shall evaluate the protest and issue a written decision within five (5) business days after receipt of the protest. The protester shall be notified if additional time is needed to adequately investigate the claim. During the evaluation process, the City may, at its sole discretion, suspend further action on the solicitation, or proceed with an award.

The decision of the City Manager for contract awards valued at \$50,000 or less shall be final. For awards exceeding \$50,000, an unsuccessful respondent shall have the right to appear before the City Council to protest any award requiring Council approval.

NO COMMITMENT TO AWARD

Issuance of this RFQ and receipt of proposals does not commit the City to award a contract. The City expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any and/or all proposals received in response to this RFQ, to negotiate with more than one respondent concurrently, or to cancel all or part of this proposal.

The City further reserves the right to negotiate material aspects of proposals received, including costs, services and scheduling, when determined to be in the best overall interest of the City.

OWNERSHIP OF WORK PRODUCT

All reports, studies, information, data, forms, designs, plans, procedures, systems and any other materials or properties produced for this project shall be the sole and exclusive property of the City. No such materials or properties produced, in whole or in part, shall be subject to private use, copyrights, or patent rights by respondent without the express written consent of the City.

NON-ENDORSEMENT

As a result of the selection of a respondent to provide services; the City is neither endorsing nor suggesting that the respondent's services are the best or only solution. Respondent agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of City.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Venue shall be the County of San Benito.

COMMENTS/EXCEPTIONS

Respondents are responsible to become familiar with all instructions, terms, conditions, and contract documents governing this Request for Proposal, including the City's standard **Professional Services Agreement**, a copy of which is available upon request. Submission of a proposal will be considered specific evidence of having performed the above.

Successful respondent shall be required to sign the City's standard Professional Services Agreement prior to commencement of work. Please note any comments or exceptions with your submittal. Once the award has been made, failure to have read all the terms, conditions, and specifications of this RFQ shall not be cause to alter the original proposal nor to request additional compensation.

Note: Excessive and/or material exceptions to the RFQ may be cause for rejection of the respondent's RFQ proposal.