



**Consulting Services – Integrated Rainwater Resource Management
Strategy – Contract 4649P**

1. Introduction

- 1.1 The City of Richmond (the “City”) proposes to engage the services of a Civil Engineering Consultant (the “Consultant”) to provide rainwater management services.
- 1.2 The objective of this Request for Proposal is to provide the City with qualified Proponents capable of carrying out the work herein defined. The subsequent Proponent submissions will form the basis for evaluation, interview and selection.

2. Definitions

- 2.1 Throughout this Request for Proposal the following definitions apply:
 - a) “BC Bid” means the electronic tendering service maintained by the Province of British Columbia located online at www.bcbid.ca, or any replacement website;
 - b) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Consultant on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
 - c) “City” means the municipal corporation, generally known as the City of Richmond, British Columbia.
 - d) “Closing Time” means the closing date, time, and place as set out in subsection 3.1 of this RFP;
 - e) “Consultant” means the Successful Proponent, individual, partnership, corporation or combination thereof, including joint venturers to this Request for Proposal who is awarded and enters into a written Contract with the City to perform and to oversee the Work;

- f) “Contract Documents” means the purchase order, the Consultant’s Proposal, the RFP and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;
- g) “Contract” or “Agreement” means the agreement formed between the City and the Consultant as resulting from this Request for Proposal, executed by the City and the Consultant and evidenced by the purchase order issued to the Consultant by the City;
- h) “Delivery Date” means the date the City requires the Consultant to deliver the goods to the City’s Delivery Site;
- i) “HST” means the harmonized sales tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;
- j) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- k) “Proponent” means an individual partnership, corporation or combination thereof, including joint venturers or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;
- l) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this Request For Proposal;
- m) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- n) “Successful Proponent” means the same as “Consultant” and
- o) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

3. Submission Details

Three (3) copies of proposals marked **“Consulting Services – Integrated Rainwater Resource Management Strategy – Contract 4649P”** addressed to the

Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until **12:00pm, local time on Tuesday, May 1st, 2012.** Submissions received after this time will be returned to the sender.

4. Pre-Bid Meeting

4.1 Pre-Bid Meeting will be held:

Date: Wednesday April 18, 2012

Time: 11:00am – 12:00pm local time

Location: M 1.002 Meeting House, Richmond City Hall, 6911 No. 3 Road

This meeting is not mandatory but the City strongly encourages Proponents to attend this meeting.

5. Enquiries

5.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing
Kerry Gillis
Buyer II - Contracting Specialist
Purchasing Section
City of Richmond
E-mail: purchasing@richmond.ca

5.2 Enquiries will be received up to 5:00 pm, local time, on Friday April 20, 2012.

5.3 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.

5.4 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City of Richmond Staff that affect the Proposal Process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential Proponents to check with the following websites to ensure that all available information has been received prior to submitting a Proposal:

- a) City of Richmond: <http://www.richmond.ca/busdev/tenders.htm>
- b) BCBid:
<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>

6. Terms of this Request for Proposal

- 6.1 Proposals shall be open for acceptance for ninety (90) days following the submission closing date.
- 6.2 The City, at its sole discretion, may award components of the scope of work to more than one Proponent.
- 6.3 The City reserves the right to cancel this Request for Proposal for any reason without any liability to any Proponent or to waive irregularities at its own discretion.
- 6.4 Proposals may be withdrawn by written notice only provided such notice is received at the office of the City's Purchasing Section prior to the date/time set as the closing time for receiving proposals.
- 6.5 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.
- 6.6 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City. Notwithstanding any other provision in this RFP document, the City has in its sole discretion, the unfettered right to:
 - a) accept any Proposal;
 - b) reject any Proposal;
 - c) reject all Proposals;
 - d) accept a Proposal which is not the lowest cost Proposal;
 - e) accept a Proposal that deviates from the requirements, specifications, scope of work or the terms and conditions specified in this Proposal;
 - f) reject a Proposal even if it is the only Proposal received by the City;

- g) accept all or any part of a Proposal; and
 - h) award all or any part of the Work to one or multiple Proponents.
- 6.7 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 6.8 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP may be rejected in whole or in part by the City at its sole discretion.
- 6.9 The City may waive any non-compliance with the RFP, specifications, or any conditions of the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 6.10 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

7. Negotiations

- 7.1 The award of the contract is subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:
- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
 - b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
 - c) specific contract details as deemed reasonable for negotiation by the City of Richmond.
- 7.2 If a written contract cannot be negotiated within sixty (60) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

8. Project Background

- 8.1 A Government of BC Requirement:

- a) Through its Integrated Liquid Waste and Resource Management Plan (ILWRMP), the Government of British Columbia requires Metro Vancouver municipalities to develop and implement Integrated Stormwater Management Plans (ISMPs)¹. ISMPs will use a weight-of-evidence performance measurement approach to protect public health and the environment (the watershed's health and beyond). Municipalities are encouraged to:
- Have local land use planning consider the direction provided by the ISMP's (integrate land use planning with watershed protection needs).
 - Consider how the degree, type and location of land development within a drainage can affect the long-term health of the watershed.
 - Consider how to protect the stream, including the riparian areas that exert an influence on the stream (watercourse) from long-term cumulative impacts.
 - Use scenarios and forecasting to systematically consider environmental consequences/benefits of different land use approaches prior to build-out.
- b) In addition to the points above, the City of Richmond is committed to providing an ISMP that focuses on using rainwater as a resource. The ISMP shall therefore be known as an Integrated Rainwater Resource Management Strategy (IRRMS).

8.2 An IRRMS for the City of Richmond

- a) The intention of Richmond's IRRMS is to manage watercourse health through the consideration of Richmond's unique characteristics, circumstance and goals. No off-the-shelf ISMP will achieve this.
- b) Lulu Island (10,600 ha) has limited topography to define its watersheds². Diking, agriculture and urbanization have removed most of the island's natural sloughs or converted them into confined watercourses/conduits for drainage and irrigation.

¹ Letter from Terry Lake, Minister of Environment, to Metro Vancouver Board, May 30, 2011, reference 127948.

² Elevations are typically 1.0 m to 1.5 m GEODETIC with 0.5 m to 2.5 m being common. Fraserport located on Federal lands around the south of No. 8 Rd is the most notable exception to this, with large areas of land having been raised up to 5m GEODETIC.

- c) Apart from at the dikes edge and at a few notable locations, the majority of the island’s watercourses are located within the Agricultural Land Reserve. Watercourses are straight (normally within a City road alignment), extensively interconnected and water levels are controlled by gravity outfalls and pump stations. This produces watercourses and watersheds (drainage catchments) with quite similar characteristics. Richmond’s urban areas have few open watercourses as part of its major drainage network, although, in some residential areas there are significant lengths of shallow drainage ditch that either drain completely following rainfall or, due to the invert elevation of local culvert crossings, contain standing water for much or all of the year.
- d) With so little topography, surface water movement across the island is slow. Ponding in undrained areas is normal and infiltration varies widely due to soil conditions. Water movement through built drainage is also slow as hydraulic gradient is created by estuarine tidal conditions and/or pump station operation. In Richmond’s open watercourses, water flow may lead to erosion in the form of slumped banks, which is a concern, but high water flows do not dramatically change a channel’s characteristics like those in hillside communities. Instead, low velocities adapt the channels by permitting the accumulation of sediment and organic matter.
- e) New development and redevelopment often require drainage infrastructure upgrades. However, if designed and built using good environmental practices (sediment control, controlled dewatering and riparian zone preservation etc.) they are not perceived to damage watercourses. City bylaws are used to control dewatering activities, as naturally low-oxygen groundwater does not typically meet Provincial and Federal guidelines.
- f) Lulu Island has no combined sanitary and stormwater sewers. Sanitary pump stations do not have overflows into drainage systems, rather, they use high water level controls and emergency maintenance procedures to prevent sewage surcharge/spillage. Residences and buildings within the Agricultural Land Reserve (ALR), where large lots and low population densities occur, are typically unsewered and use septic systems to manage sanitary waste. Some residential areas outside of the ALR do still use septic systems. Notably, the north east Hamilton area is unsewered.
- g) Lulu Island has a naturally high water table and no potable groundwater aquifers to recharge. At this time no work has been done to assess the impact of sea level rise on future ground water

levels. In many areas property owners require lot drainage to prevent standing water, especially in low lying areas through the winter months. Farmers drain surface and groundwater in the ALR to accommodate various crop types, and they use surface and river water to irrigate, harvest and provide frost protection.

- h) The intent of this ISMP is not to complete detailed assessment of ground water levels or farm practices. Farm practices are controlled by the Ministry of Environment's Agricultural Waste Control Regulation. However, some understanding of both ground water and farm practices will likely be needed to complete this study.
- i) Staff are considering opportunities to re-create viable fish habitats in Terra Nova and/or some other areas where historic sloughs have been impacted by urbanization.
- j) Although not development related, the periodic removal of vegetation or sediment from City watercourses is essential to maintain their drainage functionality. Invasive plant species, such as Japanese Knotweed and Parrot feather, are an increasing concern for watercourse quality and maintenance. Balancing the need for healthy riparian areas to protect water quality with the need to maintain efficient drainage and access for maintenance is an ongoing concern in the City's open watercourses.
- k) Drainage system hydraulic modelling has been completed for West Richmond in the year 2011 and East Richmond in the year 2006. The 2011 study recommended drainage system upgrades needed to accommodate land use under the year 2041 OCP. The 2006 study did not consider changing land use patterns, however, less significant land use change is expected in East Richmond compared to West Richmond.
- l) Some City documents relating to the topic of watershed management are listed in Section 12 of this RFP.

9. Project Scope

9.1 The City expects that as a minimum the IRRMP will:

- a) Facilitate a staff workshop to clarify objectives, define study areas and confirm work processes that will meet study objectives.
- b) Study defined areas to determine integrated rainwater management strategies and create a strategy implementation plan.

- c) Consider how development and redevelopment throughout Lulu Island impact watershed/course health.
 - d) Consider how City operations, invasive plants, agriculture, point and non-point source pollution and other relevant factors impact watershed/course health.
 - e) Consider the interactions between urban rainwater runoff, urban water use, agricultural rainwater runoff, agricultural water use, ecological water use, groundwater and river water.
 - f) Meet the ILWRMP objectives (Section 8.1) using strategies that are relevant to Lulu Island’s topographic and land use characteristics.
- 9.2 The IRRMS’s primary focus is water management on Lulu Island, although, strategy outcomes may be extended to the Burkeville area and Mitchell Island if applicable.
- 9.3 The main study areas will be defined using a combination of land use categories such as:
- 1. Neighbourhood Residential.
 - 2. High Density, Mixed Use and Commercial.
 - 3. Business and Industry.
 - 4. Agriculture Land Reserve (ALR).
 - 5. Parks
- 9.4 This will allow general health improvement strategies to be assessed for relatively large areas of land that have similar characteristics. Subsequent focus areas or individual sites may then be developed to consider specific hydraulic or water quality issues or be identified for pilot studies. This approach should be questioned by the Consultant and others recommended accordingly.
- 9.5 To guide the Consultant’s level of effort, it is anticipated that no more than 10% of the project budget will be spent on studying the ALR, even though the ALR covers almost 50% of Lulu Island.
- 9.6 While sea level rise and flood protection from the Fraser River and Georgia Strait are key issues to the City they will not be analysed as a part of this study. Any effect these issues may have on water management within Lulu Island should be addressed using assumptions based on existing studies.

- 9.7 Pilot scale hydraulic or environmental monitoring may be considered either within the work items in this study or as recommendations for further study.
- 9.8 The City has a hard limit budget of **\$150,000.00** (including tax) to create an IRRMS that will include the key tasks described in Section 10. Monitoring, if suggested by the Proponent, should be included within this budget or recommended for future study.

10. Consultant Duties

The Consultant shall dedicate an experienced and efficient team capable of undertaking a variety of project tasks that include, but are not limited to those set out in this section. The Consultant is encouraged to modify or recommend additional tasks, as is appropriate.

10.1 Facilitate a staff workshop to:

- a) Clarify the IRRMS's over-riding objective and goals.
- b) Determine study areas by assessing common land-use characteristics and other factors across Lulu Island.
- c) Confirm what process will be used to understand each study area's water management vision, needs and goals that will be used to create integrated water management strategies.

10.2 For each study area and subsequent focus areas identified in 10.1.b:

- a) Characterize features that relate to surface water management and amenity such as land use and ownership, drainage infrastructure, irrigation infrastructure, sanitary infrastructure (e.g. septic fields), ecosystem services, community value drainage discharge environment and similar. Create simple inventories and maps of key features.
- b) As appropriate, identify and gain input from key water management stakeholders (e.g. the public, committees, the City, Provincial and Federal Agencies).
- c) Create an inventory of all City Bylaws, policies reports, studies and similar material that impact Lulu Island's water management. Show how these documents support current and future protection needs, identify where documents or implementation of these documents could be improved to meet IRRMS goals and identify where additional documents are required.

- d) Identify specific and general threats to watercourse health that are caused by rainfall runoff.
- e) Identify watercourse and watershed health indicators suitable for Lulu Island and assess their pros, cons and effectiveness for year round or seasonal use. Environmentally sensitive areas or areas otherwise identified by staff may warrant special attention (e.g. Discharge at the West Dike, Terra Nova Park, Bath Slough, Woodward/Horseshoe/Green Slough, and the Nature Park).
- f) Complete or recommend pilot scale environmental and hydraulic monitoring as necessary to guide this strategy. Monitoring must be relevant, practical and affordable.
- g) Define specific watercourse protection needs for today and the future assuming that development occurs to the full extent of that defined by the 2041 Official Community Plan.
- h) Identify areas, if any, where, regardless of IRRMS implementation, protection needs will likely not be met and development plans should be reconsidered. Report this assessment's findings.
- i) Assess the appropriateness of directing stormwater into the ground through infiltration infrastructure.
- j) Identify practical and affordable infrastructure systems and operating practices (stormwater best management practices) that developments (developers) of all size and nature may be required to use to meet water protection needs and use rainwater as a resource.
- k) Review the City's road, sewer and other maintenance practices that may impact watercourse health and recommend maintenance systems, solutions and practices that the City crews may implement to protect watercourses and use rainwater as a resource (e.g. managing invasive plant species and protecting or enhancing riparian areas).
- l) For information purposes only, document common agricultural land uses and crop types in Richmond and assess how they may impact watercourse health (consider waste, fertilizer types etc., no strategies to manage potential negative impacts are required). At the same time, document how measures to protect the integrity of the drainage system and water quality in the open watercourses may provide benefit and protection for the agricultural users who rely on the system for drainage and water supply.

- m) Identify and provide cost estimates for additional studies, assessments and analysis that may be considered outside of this project to meet Lulu Islands current and ongoing rainwater management needs.
- n) Create a schedule to identify staff responsibilities and short, medium and long term tasks that staff must complete to implement the IRRMS.

The above task list is not prioritized by importance.

10.3 Reporting

- a) Discuss the significance of an Integrated Rainwater Resource Management Strategy and how it differs from the 2008-2031 Richmond Flood Protection Strategy.
- b) Produce draft and final reports to document all work.

10.4 Meetings

- a) The Consultant should suggest a meeting schedule that incorporates key stakeholders as required (for example City staff from various planning and operational departments, the Agricultural Land Committee, Small Builders Committee, etc.).

11. Project Submissions

- 11.1 An Integrated Rainwater Resource Management Strategy (report) that covers all topics addressed in Section 10. The report should clearly state assumptions and show how numerical values were calculated.
- 11.2 Draft report submissions shall be required.
- 11.3 Meeting minutes shall be required.

12. City Provided Items

- 12.1 Below are examples of documents that will be made available to the successful Proponent.

Year	Title
March 2012	Draft Environmental Areas Study (Lulu Island wide)
Dec	2041 OCP Drainage Study (West side of Lulu Island)

Year	Title
2011	
May 2006	East Richmond Agricultural Water Supply Study (Drainage model and report for the east side of Lulu Island)
May 2011	Watercourse Protection and Crossing Bylaw No. 8441
Oct 2009	Pollution Prevention and Clean Up Bylaw No. 8475
Feb 2010	Flood Plain Designation Bylaw No. 8204
July 2001	Boulevard Maintenance Regulation Bylaw No. 7174
July 2011	Subdivision and Development Bylaw No. 8751
Oct 2008	Green Roofs and Other Options Involving Industrial and Office Buildings Outside the City Centre Bylaw No. 8385
Feb 2007	Tree Protection Bylaw No. 8057
Jan 2012	RMA Bulletin INFO-23
June 1990	Metalex Receiving Environment Survey (Report completed by the Ministry of the Environment for the Bath Slough area)
	Engineering Design Specifications
	Various GIS data sets

13. Project Schedule

13.1 The project is to be completed by Tuesday Oct 30, 2012. A project schedule is to be submitted with the proposal outlining the major milestones and tasks. A final document complete with model files is required by the stated completion date.

14. Proposal Submission Requirements

Proposals should include, but not be limited to, the following sections:

14.1 Project Understanding

- a) The Proponent shall outline an approach to the undertaking of the project reflecting a clear understanding of the scope of work.

14.2 Methodology

- a) The Proposal shall describe in detail the steps taken to provide the modelling services for each type of utility. The Proponent shall include all corresponding fees for each of them.

14.3 Schedule

- a) The project must be completed by Thursday Oct 30, 2012. If in the Proponent's opinion more time is required to achieve the specified objectives, this should be clearly indicated in the proposal.
- b) The Proponent shall provide a preliminary schedule for all services to be provided and a summary of levels of effort of personnel, their rates, hours, and costs for each aspect of the project.
- c) A statement of commitment to undertake the project and provide the staff with the necessary experience on time and on budget shall be included.

14.4 Company Experience

- a) The Proponent shall describe the company involvement and relevant experience in similar projects and provide the list of projects completed in the past five years.

14.5 Project Team

- a) The Proponent shall list the personnel and the related task they will be completing, including the project manager, who will be working on the project and provide resumes of previous experience for each of them, as well as a schedule of their hourly fees. A list of any sub-Proponents with brief resume of relevant experience must be included.
- b) The Proponent should also provide a minimum of three (3) client references from projects of a similar size and scope undertaken by key members of the project team.

14.6 Fees

- a) The proposal shall include a summary of fees to provide the required services based on hourly rates for staff assigned to the project, broken down by the different phases of the work for each utility. The Proposal shall include a maximum fee (upset price) for all services. All proposed fees shall be valid for a minimum of one calendar year.

15. Review of Proposals

15.1 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.

15.2 The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.

15.3 Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:

- a) Understanding of project objectives/outcomes and vision;
- b) Project Methodology;
- c) Team Composition – Experience and Qualifications of those staff to be assigned to the project;
- d) Company Experience;
- e) Project Deliverables;
- f) Value for Money, and
- g) Project Timeline.

15.4 Proponents may be scheduled for an interview at the discretion of the City.

16. RFP Process

16.1 The City may unilaterally take the following actions, and shall not be liable for any such actions:

- a) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;

- b) reject or accept any or all Submissions;
- c) cancel the RFP process at any time and reject all submissions; or
- d) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.

16.2 The Proponent acknowledges and agrees that this RFP is in no way whatsoever an offer to enter into an agreement and submission of a Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

17. Working Agreement

17.1 The Successful Proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the Successful Proponent's submission and any modifications thereto.

17.2 The Successful Proponent will enter into a slightly modified MMCD Consultants Agreement. MMCD documents may be purchased at:

Master Municipal Construction Documents Association

c/o Support Services Unlimited
102-211 Columbia Street
Vancouver, B.C. V6A 2R5
Phone: 604-681-0295
Fax: 604-681-4545

18. Award of Contract

18.1 Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate City authority.

18.2 The purchase order, the Agreement, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Consultant and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:

- a) The Agreement between the City and the Consultant;
- b) The City's purchase order;
- c) The Consultant's Proposal; and

d) The RFP and any subsequent addenda.

18.3 Where the head office of the successful Proponent is located within the City of Richmond and/or where the successful Proponent is required to perform the Service at a site located within the City of Richmond, the successful Proponent is required to have a valid City of Richmond business license prior to Contract execution.

18.4 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

19. Publication of the Results of the Request for Proposal

19.1 The City will publish the name of the successful Proponent on the websites listed in section 5.4. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this Request for Proposal.

20. Information Disclaimer

20.1 The City and its directors, officers, employees, agents, consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.

20.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.

20.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.