

December 4, 2023

**Request for Proposals
RFP#23-001 General Contractor**

NEW CONSTRUCTION
Permanent Supportive Housing
1900 S. Chambers Rd.
Aurora, Colorado 80014

Issued by:

Brothers Redevelopment, Inc.
2250 Eaton Street Suite B
Edgewater, Colorado 80214
www.brothersredevelopment.org

Jeff Martinez, President
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Contact

Yvonne Duvall, Sr. Compliance Manager

- yvonne@brothersredevelopment.org

Questions

Thursday, 12/14/2023

- All Questions must be sent in writing.
- Questions are due by 6:00pm MST.
- Responses will be posted online by 12/20.

Proposal Deadline

Friday, 01/03/2024

- Due 6:00pm MST.
- Submit via email.

Interviews

TBD – January 2024

1900 S. Chambers Rd - Permanent Supportive Housing

This new community will create approximately 60 units of affordable housing for unhoused and housing insecure clients of justice rehabilitation programs in Arapahoe County with household incomes less than 30% Area Median Income. "Permanent supportive housing" (PSH) is a nationally recognized and proven method of managing affordable housing units with on-site support services for residents with specific health and wellness needs, as well as a direct connection to other community services. It uses housing-first, harm reduction and trauma-informed care models to provide shelter and services for unhoused individuals. The approach is a proven solution to end homelessness because it combines housing and services that enable stability and independence not available on the streets.

When operational, this new community will provide housing and on-site services to unhoused clients of Colorado's 18th Judicial District. These services will include primary care visits, dental services, behavioral health consults with licensed practitioners, peer support, supportive employment assistance, and navigation to resources within the community. The facility will improve health and safety, as well as address rehabilitation needs for those with mental health or substance abuse disorders. Our key partners in this development are:

- Arapahoe County
 - o With support from: all Arapahoe County Commissioners, Sheriff's Office, Human Services Dept., Pretrial Services & Pre-Trial Mental Health Program, Colorado 18th Judicial District Bridges Program, and the Colorado 18th Judicial District Problem Solving Courts
- All Health Network
 - o A mental health nonprofit that provides counseling, psychiatry, crisis services, substance use treatment, and more.
- Aurora Mental Health
 - o A large, nonprofit community mental health organization that provides a wide range of mental health and addiction services to anyone and everyone in need.
- City of Aurora
 - o Colorado's third largest city will commit federal funding for the project.
- Beaux Simone
 - o Consulting firm that provides expertise and capacity for nonprofits to develop PSH communities across the state of Colorado.

The proposed project will include significant community engagement processes and structures.

Request for Proposal

Brothers Redevelopment, Inc. (BRI) is requesting proposals from qualified, licensed, and insured entities to provide Construction Management / General Contractor (“CM/GC”). The successful proposal team will provide the ideal qualifications, demonstrated experience, the highest level of innovation, and team synergy within a defined price structure.

CONSTRUCTION MANAGEMENT SERVICES & FEES

BRI seeks to enter into a contractual agreement for the services listed below. BRI’s preferred method of calculating project fees is described below.

1. Design Process

Participate in concept development and provide initial cost estimate based on initial design for LIHTC application purpose. The GC will assist BRI and architect with implementing the project design, determining construction specifications, and developing a project budget to ensure BRI reaches the construction goals and fiscal requirements for the property. All improvements will be designed and constructed to meet or exceed Enterprise Green Communities Criteria.

2. Cost Modeling

Prepare cost model and project cost estimates based on agreed upon scope of work. Assist BRI with design analysis and value engineering to maximize efficient use of budget. We anticipate the need for a conceptual budget as soon as possible upon award, with updates at Schematic Design, Design Development and potentially upon log-in for building permit.

3. Construction Scheduling

Prepare a detailed schedule of construction activities including any necessary phasing and a comprehensive draw schedule.

4. Bid Process

General administration of bid process including:

- a. Provide and document competitive pricing from a minimum of three subcontractors for all categories to be bid for construction, including substantiating that self-performed work is competitively priced.
- b. Provide all subcontractor qualifications, solicitation and bid package.
- c. Provide definition of “Scope of Work” to be included in bids sought from subcontractors and suppliers.
- d. Provide coordination of public advertisements and pre-qualification for bids.
- e. Prepare bid and qualification forms.
- f. Prepare final bid tabulation and review bids with BRI’s development team prior to awarding sub-contracts.
- g. Prepare all costs to be included in the Guaranteed Maximum Price (GMP) for the project. Costs shall be reviewed with BRI prior to establishing final GMP.
- h. Permits: Obtain necessary planning and building permits.
- i. Contracting: Contract with all approved subcontractors.

5. Construction Management

- a. Oversight and management of all construction activities, subcontractors, and suppliers for project.
- b. Preparation of construction monthly loan draws and final lien waivers.
- c. Coordinate construction scheduling with BRI staff.
- d. Obtain permits, inspections and certificates as required by City of Aurora building and planning department.
- e. Ensure compliance with Enterprise Green Communities criteria for new construction.
- f. Project is subject to the Davis Bacon Act. GC is responsible for full compliance with the Federal labor standards requirements.
- g. Project is subject to Section 3 regulations. GC is responsible for full compliance with all Section 3 requirements.
- h. Project may be subject to Build America, Buy America Act (BABA) requires that all iron and steel, construction materials, and manufactured products used in federally funded infrastructure projects are produced in the United States. <https://www.hudexchange.info/programs/baba/>
- i. Preconstruction meeting with BRI and Grantee.

GUARANTEED MAXIMUM PRICE

BRI desires to negotiate contract conditions and terms with the selected GC using the AIA 102-2017 agreement where the basis of payment is Cost of the Work plus a fee with a Guaranteed Maximum Price. A competitive bid process will be conducted by the selected GC. A Guaranteed Maximum Price (GMP) will be established for the Project once the final design and scope of work have been established. Upon BRI acceptance, the GMP will be incorporated into the Agreement.

For the purposes of accurately comparing proposals submitted to BRI, fees to be included in each category are described below. The categorization of fees is not intended to exclude any services or costs customarily included in the General Conditions or General Requirements. In the event that negotiations regarding a GMP do not result in a signed Agreement, any and all project documents, including but not limited to specifications, drawings, bid documents, surveys, plans, etc. developed for this project shall become the property of BRI.

PRE-CONSTRUCTION SERVICES

Pre-construction services shall be provided under this agreement. As mentioned above, the selected Contractor shall assist the development team with budgeting, phasing and other design considerations that may affect the quality, cost or scope of the work.

CONSTRUCTION FEES

For purposes of responding to the RFP, the General Contractor Fee and the General Conditions/ General Requirement Fees shall be determined upon a fixed fee basis. Once the GMP for the project is established the General Conditions and General Requirement Fees shall be provided in an itemized breakdown to be included in the Schedule of Values as a line-item amount. While the List is not meant to be complete or inclusive, specific items to include in each category are defined below:

1. General Contractor Fee

- a. Lump sum percentage of Cost of the Work as defined in Article 7 of the A102. GC profit.

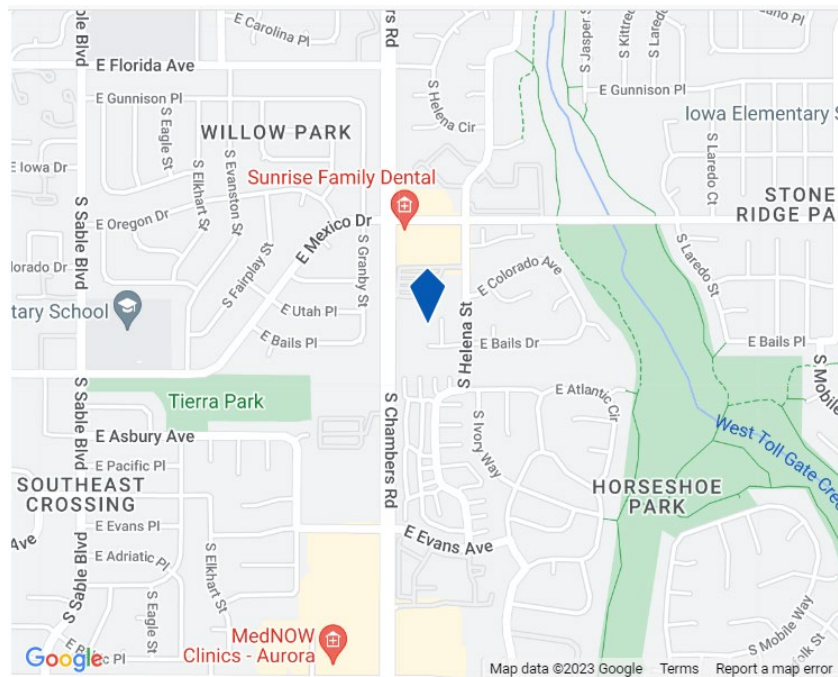
2. General Conditions / General Requirements

- a. Licenses.
- b. Administration Project Management.
- c. All insurance except Builders' Risk and Professional Liability Insurance.
- d. Insurance to cover contents / personal property of residents during scheduled work.
- e. Trash dumpsters.
- f. Temporary Fencing.
- g. Truck expenses.
- h. Transportation & freight related to project materials.
- i. Construction office.
- j. Maintenance of record drawings.
- k. General weekly clean-up labor costs, street cleaning.
- l. Photographs.
- m. Storage trailer.
- n. Communications.
- o. Printing of drawings.
- p. Small tools & equipment.
- q. Material deliveries.
- r. Safety, OSHA monitoring, security and traffic control.
- s. General on-site Superintendent and staff and burden.
- t. Job-site office equipment or supplies including bottled water.
- u. Temporary toilets.
- v. Final clean costs.
- w. Temporary utilities.
- x. Storm Water Prevention.
- y. Contractors' contingency.
- z. Temporary signage.
- aa. Scheduling during construction.
- bb. Accounting and payroll during construction.
- cc. Organization of and issuance to owner of all "As-Built Drawings" and Operating & Maintenance Manuals.
- dd. Mailing and shipping of shop drawings and samples.
- ee. Printing required by GC.
- ff. Equipment maintenance costs.

3. Builders' Risk, Professional Liability Insurance, Payment and Performance Bond & Permit Fees

The costs of Builders' Risk Insurance, Professional Liability Insurance, Payment all permit fees shall be calculated outside of the General Contractor and General Conditions / General Requirements fees. The cost of these items shall be determined at the time the GMP is established. General Contractor will be required to post P & P bond that meets the requirements of the lender and investor for the project.

I. PROJECT INFORMATION



Significant site work has already been completed - grading, water service, water quality system. R-2 Zoning.

Funding

Funding sources include:

- Federal Low Income Housing Tax Credit
- HOME funds
- ARPA funds
- CDBG funds
- First Mortgage
- Deferred Developer Fee

Design Team

- Owner/Developer: Brothers Redevelopment, Inc.
- Development Consultant: RMM Advisors, LLC.
- Architect: Shopworks Architecture
- Landscape Architect: Flow Design (Denver, CO)
- Civil Engineer: Shopworks Architecture
- Structural Engineers: ESS Engineering
- Energy Modeling: Group 14 Engineering

Site Plan

- Interior Green Space including;
 - Fenced Courtyard with smoking gazebo, swings and patios
- Landscaped grounds with internal walkways and fencing.
- Trash Enclosure

Parking

- Surface parking per attached plan. Some 2-3' retaining walls on the E side of the parking lot.

Buildings Information

- One, four-story elevator serviced building including;
 - Leasing office
 - Community room / Amenity kitchen
 - Services offices
 - 60 Apartment Units
 - Two elevators
 - 2 stair cores
- Gross Building: 43,000 SF

Bedroom and Unit Mix

- 60 total units

Unit Description

- 1-bdrm/1 bath: 440 sf average

Architecture

- Material includes a mix of brick, stucco and siding in accordance with Aurora’s Zoning Code, a mixture of sloped and flat roofs, PTHP’s, and intends to be electric-ready, but will consider all-electric building.

Attached for reference are the conceptual massing model plans and perspectives as well as the building statistical matrix.

Construction Scope

1900 S Chambers includes one four-story building with a total of 43,000 square feet. The building will be type V- A wood-frame construction with NFPA 13 sprinkler system. The residential areas will have R-2 occupancy and the Common areas will be type B and A-3 occupancy.

Green Building

An important goal of BRI in this project is to incorporate as many sustainable building technologies and products as possible. The ideal GC will be familiar with the Enterprise Green Communities and NGBS. BRI intends to Bronze-certify under NGBS, LEED certification is not required.

Proposed Project Timeline

BRI intends to have the project completed before Summer 2026.

2023

12/4 RFP Published

2025

1/15 GMP / Contract Executed

2/1 Permits / Commence Construction

2024

1/3 RFP Response Due

4/15 Schematic Design Complete

8/1 Tax Credit Application Submitted

9/1 Design Development Complete

11/15 Construction Documents – Log in.

2026

6/1 BRI Occupies Building

Submit any and all questions in writing to yvonne@brothersredevelopment.org by December 14, 2023 at 6:00 p.m. Any substantive clarifications requested by one Respondent shall be shared with all known potential Respondents.

II. SUBMITTAL REQUIREMENTS

Please submit a sealed Response by **6:00 p.m. on January 3, 2024**. At a minimum, responses should include the following items in the following order.

1. **Cover Letter** including a contact name, contact title, mailing address, phone number and email address.

2. **Description of the firm's key personnel** to be assigned to the project. Provide names and resumes of persons including specific project experience for estimating services, project management, and field management that would be assigned for the project. Explain the capacity of team members and firm's ability to meet the timeline.

3. **Summary of Relevant Experience.** Provide a summary of similar housing projects completed by the team (or by individuals on the team). Summary should include project name, project address, brief project description, date of project, project budget.

a. Provide a list of all multi-family projects completed in the past three years in Colorado. Include specific experience with outlined construction scope and material.

b. Provide experience of working in Aurora.

c. Provide information on the team's experience with Low Income Housing Tax Credit Projects.

e. Describe any experience collaborating with members of the Design Team – Shopworks Architecture and BRI.

f. Please provide at least one comparable project example that includes overview and explanation of the project (completed within last 5 years) including construction scope, funding sources, timeline, budget, green features, change order amounts, and photographs.

4. **Current Projects.** Provide a list and value of the firm's current projects under construction or pre-construction and the firm's targeted gross construction revenue for the next two years.

5. **Legal.** If the firm has been involved in a legal dispute involving construction or design defect in the last three years, please provide details.

6. **Contractor's Qualification Statement.** Please provide a current AIA A305.

7. **References.** Provide names and telephone numbers of persons whom BRI can contact for references regarding the firm's past performance, preferably on similar projects.

8. Attachments

- a. Cost Proposal for Service and Fees
- b. Acknowledgement form that proposer has read and understands the local jurisdiction's rules and regulations pertaining to the work.
- c. E-Verify Certification
- d. W-9 Form
- e. Certification of Status; MBE, WBE, Section 3
- f. Section 3 Opportunities Plan
- g. Concept Plans
- h. Matrix

- i. Federal Labor Standards Provisions
- j. General Decision Number: CO20230004 08/04/2023¹

Item g. through j. provided for informational purposes only, no action is requested at this time.

Respondents shall complete all items listed in the proposal requirements listed above. Respondents may add information for purposes of clarification, qualification, or exception to the proposal on separately attached sheets. The Respondent, by submitting this proposal, does hereby accept that changes to exhibits provided in the RFP, which do not materially affect the Respondent, shall not be cause for withdrawal or modifications of the amounts submitted herein.

The information submitted will provide the basis for selection. Responses will be scored based on evaluation criteria outlined in the attachments.

Please provide one (1) electronic copy with all attachments combined in one pdf to:

Yvonne@brothersredevelopment.org

III. SELECTION PROCESS

Responses will be reviewed by an Evaluation Committee based only on the criteria stated herein. Respondents rated the highest according to these criteria and may be invited to interview. BRI reserves the right to reject any or all Responses, to waive irregularities and technicalities, re-issue the RFP or to proceed to provide services in any other manner deemed to be in the best interest of BRI.

Factors to be used in evaluating the Responses will include, but are not limited to, the following:

1. Cost Proposal for Services and Fees (0-20 points)
2. Low Income Housing Tax Credit development experience (0-10 points)
3. City of Aurora project experience (0-10 points)
4. Project Understanding/familiarity (0-15 points)
 - a. Construction type
 - b. PSH Experience
 - c. National Green Building Standard (NGBS)
5. Performance Record (0-10 points)
 - a. Change order history
 - b. Budget record
6. Capacity and ability to adhere to provided timeline (0-15 points)
7. Section 3 Plan (0--5)
8. Federally funded projects (0-10)
9. Section 3, Minority, Women Business Entity (0-5 points)

¹This is the latest Wage Decision, it will not "lock-in" until the GMP contract is executed.

IV. FEDERAL REGULATIONS

Davis-Bacon

(D/B) wage rate requirements will be mandatory for this project. However, at the time of publication of this procurement notice, final design plans have not been finalized. Under current discussion the project will include four-story structures. The selected firm should be prepared to utilize the proper Davis-Bacon Wage Rates once the building design has been finalized.

Section 3

The Section 3 program requires recipients of HUD funding to direct employment, training, and contracting opportunities to low-income individuals and the businesses that employ these persons within their community. Section 3 is a provision of the HUD Act of 1968 and is found at 12 U.S.C. 1701u. The regulations are found at 24 CFR Part 75.

Per this statutory language, recipients of HUD funds (i.e. grantees and contractors) ensure that “to the greatest extent feasible,” when certain HUD funds are used to assist housing and community development projects, preference for construction-related training, jobs, and contracting opportunities go to low- and very-low income people and to businesses that are owned by low- and very-low income persons or businesses that hire them. These opportunities are both gender and race neutral.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who:

1. Is employed by a Section 3 business concern: or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - i. Living within the service area or the neighborhood of the project, as defined in [24 CFR § 75.5](#); or
 - ii. A YouthBuild participant.

Section 3 also requires that the general contractor must provide BRI with their Section 3 Opportunities Plan. As part of the Offer, the Respondent shall submit a Section 3 Opportunities Plan (“the Plan”) with the RFP response submission. The Respondent should not merely affirm that it will comply with Section 3 requirements or the employment and contracting numerical goals referred to in this solicitation. Rather, the Plan must clearly describe how the Respondent will comply with Section 3 requirements.

Key elements of a Section 3 Opportunities Plan include:

1. **Identification of Opportunities:** Specifying the types of employment, training, and contracting opportunities that will be generated by the project.
2. **Outreach and Recruitment:** Strategies and timeline for reaching out to and recruiting Section 3 residents and businesses.
3. **Goals and Benchmarks:** Setting specific, measurable goals for hiring or contracting with Section 3 residents and businesses.
4. **Compliance Monitoring:** Procedures for monitoring and reporting on compliance with Section 3 requirements. Include staff person that will be responsible for Section 3.

5. **Collaboration:** Plans for working with local agencies, organizations, and businesses to maximize opportunities for Section 3 residents.

The Plan must be approved by BRI and the approved Plan shall become a part of any resultant contract. Failure to submit a Plan, or to demonstrate compliance, through an approved Plan, with the "greatest extent feasible" requirement of 24 CFR part 75, shall result in the Response being determined to be non-responsive and ineligible for award of the contract.

Minority and Women Owned Business Participation

- (a) BRI requires that all feasible efforts be made to ensure that small and minority-owned business, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the Project are used when possible.
- (b) Respondents submitting Responses are encouraged to consider subcontracting portions of the contract to firms owned and controlled by socially and/or economically disadvantaged individuals.

Definitions

1. A **small business** is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in **13 CFR Part 121** should be used to determine business size.
2. A **minority-owned business** is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.
3. A **women's business enterprise** is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.
4. A "**Section 3 business concern**" is as defined under **24 CFR Part 75**.
5. Build America, Buy America - <https://www.hud.gov/baba>

V. GENERAL INFORMATION

- a. Submittal rejection: BRI has the right to reject any and all Responses or waive any irregularities therein if it is found to be in the best interest of BRI. Submittals not received by the deadline may be ineligible for consideration and will not be opened. BRI may change the deadline at any time in order to ensure adequate time to review the responses.
- b. Contract and Method of Payment: The final form of contract and scope of work will be negotiated between BRI and the top ranked Respondent after the selection process is completed. Invoices with proper documentation will be submitted on a monthly basis.

- c. Limitation of Liability: BRI assumes no liability for costs incurred by Respondents in responding to this RFP or interview process. All Responses become a matter of public record upon submission.
- d. Insurance Requirements:
 - i. **Comprehensive General Liability:** Insurance coverage including premises liability and/or operations; independent contractors; products and completed operations and contractual liability. Coverage that protects the contractor from claims for all damages whatsoever, including damages for care and loss of services arising out of bodily injury, sickness or disease including death and/or damage to property of others which may arise from and during operations under the contract whether such operations be by the contractor or any sub-contractor or anyone directly or indirectly employed by either of them.
 - 1. Minimum Limit per Occurrence: \$1,000,000
 - 2. Minimum Aggregate Limit: \$2,000,000
 - 3. BRI and affiliates to be named as additional insured.
 - ii. **Workers Compensation and Employers Liability:** Insurance covering all employees and owners performing work or providing services meeting statutory limits in compliance with the Colorado Workers' Compensation Act and applicable federal laws.
 - 1. Minimum Limit:
 - a. Each Accident \$100,000
 - b. Disease Policy Limit \$500,000
 - c. Disease each employee \$100,000
 - iii. **Business Automobile Liability:** Insurance covering owned vehicles, hired and non-owned vehicles and employee non-ownership.
 - 1. Minimum Limit per Occurrence: \$1,000,000
Combined Single Limit
 - iv. **Professional Liability E&O:** Insurance covering financial loss caused by negligence, malpractice, or misrepresentation by professional service providers.
 - 1. Minimum Per Claim Limit: \$1,000,000
 - 2. Minimum Aggregate Limit: \$1,000,000

BRI shall be named as additional insured and listed as certificate holder where applicable. BRI reserves the right to require additional or different insurance coverages from any Vendor or Contractor that provides services to BRI if, in the sole discretion of BRI, additional or different insurance is in the best interest of BRI or its affiliates for this project.

- E. Federal Fair Housing Laws. BRI does business in accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). It is illegal to discriminate against any person because of race, color, religion, sex, handicap, family status, national origin, or sexual orientation.

F. Minimum Bonding Requirements.

- i. A bid guarantee from each bidder is equivalent to five percent of the bid price.
- ii. A performance bond on the part of the contractor is for 100% of the contract price.
- iii. A payment bond on the part of the contractor is for 100% of the contract price.
- iv. All bonds required in this section are obtained from companies holding certificates of authority as acceptable sureties pursuant to the surety requirements for companies doing business with the United States (31 CFR Part 223).

Contractor Responsibility

BRI shall not award any contract until the selected Respondent has been determined to be responsible. A responsible Respondent must:

1. Have adequate financial resources to perform the contract, or the ability to obtain them.
2. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration the Respondent's existing commercial and governmental business commitments.
3. Have a satisfactory performance record.
4. Have a satisfactory record of integrity and business ethics.
5. Have the necessary organizational and operational controls, experience, accounting and technical skills, or the ability to obtain them.
6. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not being suspended, debarred or under a HUD-imposed LDP.
8. Prohibit employment of undocumented immigrants.

Pursuant to Section 8-17.5-101 C.R.S. et. Seq., the contract with the selected Respondent must represent and agree that as of the date of the Agreement:

1. Contractor does not knowingly employ or contract with any undocumented immigrant or knowingly enter into a contract with a subcontractor that fails to certify that they shall not knowingly employ or contract with an illegal alien; and
2. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress as amended in order to verify that Contractor does not employ any illegal aliens.

Pursuant to Procurement Standards set forth by the State of Colorado regarding project administered under the Community Development Block Grant Program (CDBG), the contract with the selected Respondent will contain and comply with the following provisions:

1. Discrimination and Affirmative Action (24-34-402 CRS, 1973 as amended.) State law requires contracts to comply with the Colorado Anti-discrimination Act of 1957 and other applicable laws regarding discrimination, unfair employment practices and Equal

Opportunity and Affirmative Action.

BRI Reservation of Rights

1. BRI reserves the right to reject any or all responses, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by BRI to be in its best interest.
 2. BRI reserves the right not to award a contract pursuant to this RFP.
 3. BRI reserves the right to terminate the contract awarded pursuant to this RFP, at any time for its convenience upon 10 days' written notice to the successful Respondent.
 4. BRI reserves the right to inspect work at any time during the ongoing work.
 5. BRI reserves the right to determine the days, hours and locations that the selected Respondent shall provide the services called for in this RFP.
 6. BRI reserves the right to retain all Responses submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving Responses without the written consent of BRI.
 7. BRI reserves the right to negotiate the fees proposed by the selected Respondent.
 8. BRI reserves the right to reject and not consider any response that does not meet the requirements of this RFP, including but not limited to incomplete responses and/or responses offering alternate or non-requested services.
 9. BRI shall have no obligation to compensate any Respondent for any costs incurred in responding to this RFP.
 10. BRI shall reserve the right at any time during the RFP or contract process to prohibit any further participation by a Respondent or reject any response submitted that does not conform to any of the requirements detailed herein.
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