

**REQUEST FOR PROPOSALS (RFP)  
FOR  
ENGINEERING AND DESIGN SERVICES FOR THE  
HVAC REHABILITATION AND REPLACEMENT AT  
THE ANAHEIM WEST TOWER (AWT)**



**CITY OF ANAHEIM  
Public Works Department  
400 E. Vermont Ave  
Anaheim, CA 92805**

Kal S. Lambaz  
Construction Contract Administrator

Approved for Release:

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Dan DeBassio, P.E.  
Deputy Director  
Public Works Department

**KEY RFP DATES (Subject to change at discretion of City):**

Issue Date:	Monday, July 20, 2020
Deadline for Requests for Information:	Monday, August 10, 2020
<b>Proposals Due Date:</b>	<b>Thursday, August 20, 2020 at 2:00 p.m.</b>
Proposals Reviews:	Wednesday, September 9, 2020
City Council Approval of Agreement:	Tuesday, September 29, 2020
Agreement Effective Date:	Monday, November 2, 2020
Design Completion:	Thursday, April 1, 2021
Advertise for Construction:	Thursday, May 6, 2021



## **REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that proposals will be received from firms for Engineering and Design Services in support of the rehabilitation and replacement of the HVAC system at the Anaheim West Tower (AWT). Services will include, but not be limited to the assessment of existing conditions, development of concepts for priority selection of work, and tasks typically associated with the design engineering and construction administration phases.

Responses to this Request for Proposals (RFP) will be accepted until **Thursday, August 20, 2020 at 2:00 p.m.** Proposals received after this date/time will not be considered. It is the responsibility of the Consultant to ensure that any proposals submitted have sufficient time to be received by the City of Anaheim prior to this due date and time.

Proposals shall be enclosed in a sealed envelope and marked clearly with following information, formatted as follows:

"SEALED PROPOSALS DESIGN SERVICES AWT - HVAC  
IN THE CITY OF ANAHEIM  
DO NOT OPEN WITH REGULAR MAIL."

City of Anaheim  
Attn.: Kal S. Lambaz  
Construction Contracts Administrator  
Public Works Department – Operations Division  
400 E. Vermont Ave  
Anaheim, CA 92805

Proposals shall be mailed, hand delivered, or sent by courier service.

Proposals shall NOT be sent via telegraphic, electronic or facsimile.

**Electronic Proposals shall also be uploaded and submitted on PlanetBids.**

All notifications, updates and addenda will be available online and can be accessed on the PlanetBids page at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=14424&BidID=75108>

Consultants shall be responsible for registering on PlanetBids to obtain information regarding this solicitation. Failure to respond to required addenda will result in a determination of a nonresponsive submittal.



**CITY OF ANAHEIM  
ENGINEERING AND DESIGN SERVICES FOR THE  
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**TABLE OF CONTENTS**

- I. GENERAL**
- II. PROPOSALS TERMS AND CONDITIONS**
- III. INSTRUCTIONS TO CONSULTANTS**
  - A. CONSULTANT RESPONSIBILITIES
  - B. REQUEST FOR INFORMATION OR CLARIFICATION
  - C. ADDENDA
  - D. LICENSES & PERMITS
  - E. INSURANCE
  - F. CITY RIGHT TO WITHDRAW OR REJECT
- IV. SUBMITTAL REQUIREMENTS**
  - A. GENERAL
  - B. CONTENTS
    - 1. STATEMENT OF QUALIFICATIONS
    - 2. SCOPE OF SERVICES & SCHEDULE
    - 3. FEE SCHEDULE
    - 4. DEPARTMENT OF INDUSTRIAL RELATIONS (IF APPLICABLE)
- V. PROPOSALS REVIEW (CONSULTANT SELECTION)**
  - A. EVALUATION, RATING, AND SELECTION
- VI. AWARD OF AGREEMENT**
  - A. CONTRACT AWARD
  - B. EXECUTION OF AGREEMENT
- VII. IMPLEMENTATION**
- VIII. COMPENSATION**
- IX. CONTRACT CHANGES**
- X. PUBLIC RECORDS**
- XI. APPENDICES**
  - APPENDIX 1: SCOPE OF WORK AND PRIORITIES
  - APPENDIX 2: STANDARD AGREEMENT
  - APPENDIX 3: INSURANCE REQUIREMENTS
  - APPENDIX 4: CONFLICT OF INTEREST
  - APPENDIX 5: DESIGNATION OF SUBCONTRACTORS FORM
  - APPENDIX 6: SITE SURVEY REPORT
  - APPENDIX 7: NON-DISCLOSURE AGREEMENT



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**I. GENERAL**

Nature of Work:

The City of Anaheim is seeking qualified consulting firms for Engineering and Design Services in support of the rehabilitation and replacement of the HVAC system at the Anaheim West Tower (AWT). Services will include, but not be limited to the assessment of existing conditions, development of concepts for priority selection of work, and tasks typically associated with the design engineering and construction administration phases. A detailed Scope of Work is included in Appendix 1 of this RFP.

Number of Proposals and Signature:

Five (5) hard copies of your Proposal and one (1) digital file uploaded and submitted on PlanetBids of your Proposal shall be provided. The Proposal shall be signed by a company official with the power to bind the company and submitted to the City of Anaheim.

Please provide a digital file (PDF) on a USB Flash Drive (or equivalent) of a sample of approved work your firm has previously prepared for a project similar in scope to this RFP.

Prevailing Wages:

In accordance with the Federal Davis-Bacon Act and the California State Labor Code, prevailing wage rates apply. Copies of the prevailing rate of per diem wages are on file with the City and shall be made available to any interested party on request.

**II. PROPOSAL TERMS AND CONDITIONS**

By submitting a Proposal, the Consultant acknowledges that it has thoroughly examined and accepts the Terms and Conditions of this RFP as described below:

A. EXAMINATION: The Consultant represents that it has thoroughly examined and become familiar with the services and responsibilities required of this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in the relation to this RFP are fully incorporated.

B. EXECUTION OF AGREEMENT: The City and the selected Consultant will enter into an

Agreement similar to the Sample Agreement in Appendix 2. If a Consultant is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to reject the Proposal.

- C. **NON-DISCLOSURE AGREEMENT:** The Anaheim West Tower is a Critical Infrastructure Information (CII), therefore, the awarded consultant shall complete and execute the Non-Disclosure Agreement (Appendix 7.)
- D. **TERM AND LIMITS:** The performance period shall be for the duration of the design and construction phases, approximately 18 months.
- E. **VALIDITY:** Services and warranties indicated in the Consultant's Proposal must be valid for a period of 120 days after the submission of the Proposal.
- F. **PRE-CONTRACTUAL EXPENSES:** The City shall not, in any event, be liable for any pre-contractual expenses incurred by Consultants in the preparation of its Proposal.
- G. **JOINT OFFERS/SUB CONSULTANTS:** Where two or more Consultants desire to submit a single Proposal in response to this RFP, they should do so on a Prime-Sub consultant basis. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Should the use of Sub consultants be offered, the Prime Consultant shall provide the same assurances of competence for the Sub consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all Sub consultants in the same manner as the Prime Consultant.

### **III. INSTRUCTIONS TO CONSULTANTS**

#### **A. CONSULTANT RESPONSIBILITIES**

Point of Contact: The selected Consultant will assume responsibility for all services in its Proposal. The selected Consultant shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters resulting from the Agreement.

The Consultant is expected to establish and maintain a close working relationship with City staff throughout the project.

The selected Consultant shall maintain the same Project Manager for the duration of the Agreement. In the event the authorized Project Manager terminates employment, the Consultant shall make a demonstrated and concentrated effort to maintain the Project Manager in the key managerial position, unless extreme conditions prohibit continuance. Any substitution of the Project Manager will require written City approval. The Consultant shall perform not less than 50% (contract amount) of the work with its own work force.

#### **B. REQUEST FOR INFORMATION OR CLARIFICATION**

All questions or requested clarifications shall be made in writing via the PlanetBids Portal. The Consultants are prohibited from communicating with any City representative/employee/official/consultant/staff other than via the PlanetBids Portal. Only questions and answers responded to on PlanetBids or any addendums issued on

PlanetBids as an addendum will be a part of this RFP solicitation. Consultants may submit written questions concerning this RFP on PlanetBids per the Key RFP Dates on the title page. Questions received after the stated deadline will not be answered.

#### C. ADDENDA

Any changes in the RFP from the date of release to the due date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on the PlanetBids website.

#### D. LICENSES & PERMITS

The selected Consultants shall obtain a City of Anaheim Business license within ten (10) business days of selection and must provide a copy to the City Project Manager or designee prior to commencing any work in Anaheim.

#### E. INSURANCE

The selected Consultant shall obtain and submit insurance coverage and provide indemnification and hold harmless provisions in favor of the City of Anaheim as described in Appendix 3 for the term of the Agreement.

#### F. CITY RIGHT TO WITHDRAW OR REJECT

The City reserves the right to withdraw this RFP or reject any or all submitted Proposals when such rejection is in the best interest of the City to reject the Proposal of the Consultant who has not met the prerequisites of the RFP, who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Proposal of the Consultant who is, in the opinion of City, in a position unable to perform. The City also reserves the right to waive any information and technicalities in the RFP. All costs incurred in the preparation of the Proposal, in the submission of additional information and/or in any other aspect of a Proposal prior to the award of a written contract will be borne by the Consultant. The City will only provide the staff assistance and documentation specifically referred to herein, and will not be responsible for any other cost or obligation that may be incurred by the Consultant. All Proposals submitted to the City shall become the property of the City of Anaheim.

### IV. **SUBMITTAL REQUIREMENTS**

#### A. GENERAL

1. Number of Copies and signature: Refer to Section I: General.
2. Deadline: Proposals are due to the City of Anaheim, at the date, time, and location set forth above in the request for Proposals and Key RFP Dates.

#### B. CONTENTS

All Proposals shall be limited to a MAXIMUM of 25 pages, including appendices, pictures, tables, organization chart, resource allocation table and resumes but excluding front and back covers, required forms, section dividers, addendum acknowledgements, Designation of Subcontractor Form, and Conflict of Interest Form. With the exception of the Resource

Hour Allocation Table, which may be on single-sided Tabloid paper size (11"x17"), the Proposal shall be on single-sided Letter sheets (8.5"x11"). Font size shall be minimum 11-point Arial.

## 1. STATEMENT OF QUALIFICATIONS

The Proposal shall include the following in the order below:

- a. Cover Letter: Proposal shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include address, telephone, email address, and type of business entity.
- b. Agreement Statement: Proposal shall include a statement outlining your concurrence or concerns with any and all provisions as contained in the standard agreement in Appendix 2.
- c. Firm and Team Experience: Proposals shall include a profile of the firm's experience. Include resumes of project team/sub-consultants that outline their engineering and project management experience. At a minimum, this should include the project manager/principal agent, associates in charge when project manager/principal agent is unavailable, key personnel, firm size, and an organization chart identifying only those who will perform work for the proposed work and the percentage of each individual's time devoted to this project. The project manager/principal agent shall be the primary contact person to represent your firm. Provide a demonstrated record of success by the Consultant on work previously performed for the City, other municipalities, or other enterprises.
- d. Understanding of Need: Proposals shall include an outline which demonstrates the firm's understanding of the scope of work. This outline shall include an anticipated approach, tasks necessary for successful completion, and suggestions or special concerns that the City should be made aware of. The Proposal must articulate a thorough understanding of the design process, City, State and Federal requirements, and all other professional tasks required to successfully complete an engineered bid package with plans, specifications, and estimates for the project.
- e. Relevant Project Experience: Proposals shall include a list of projects which your firm or personnel have completed within the last 3 years, including significant work with public agencies. Project information should include project description, year completed, and client name, along with a person to contact, a telephone number, and email address.
- f. Project Controls: Describe your firm's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedules and review times and describe the techniques used to complete projects within the proposed time frames. Provide a description of your firm's QA/QC process/procedures and explain how it will ensure quality work and an on-time product delivery.

## 2. SCOPE OF SERVICES & SCHEDULE

The Proposal shall detail typical work phases to be completed, the tasks to be accomplished and the deliverables to be provided in order to satisfy the Scope of Work in Appendix 1. Consultants may itemize those additional services which are further required but are not noted in this RFP as requirements. Consultants shall title this section as ADDITIONAL SERVICES.

In addition, provide a detailed schedule using the typical project milestones in the design process. The detailed schedule shall identify all pertinent tasks, time required to complete each task, milestones, time for City review (use 15 calendar days for each review), time for revising drafts, and an estimated completion date to complete the process.

## 3. FEE SCHEDULE:

The Consultant shall include the firm's and sub-consultants Standard Hourly Fee Schedule including any reprographic & reimbursable expenses with the Proposal.

The Consultants shall submit a time and materials basis not-to-exceed fee amount including reimbursable expenses of total fees for work on this RFP. The proposal costs must be summarized by task, the services to be provided by the Consultant, the product of each task and the cost for each task. A list of fees and expenses, including all incidental printing, photocopying and miscellaneous costs estimated to be accrued during the life of the contract must be provided in the reimbursable costs. **A complete Work Breakdown Structure (WBS) shall also be provided and used to monitor monthly progress payments.** The schedule of fees will remain in effect for the duration of the project.

All work is to be invoiced to the City in accordance with this proposal and the Agreement for Consultant Services. The City will make payments no more than once monthly on approved invoices up to the negotiated fee. Consultant invoices shall include the list of tasks and subtasks (Work Breakdown Structure) corresponding to the same format as the cost summary submitted with the proposal, number of hours and dates worked, name and title of person. The invoice shall be reviewed and signed by the Consultant Project Manager certifying its accuracy. The amount invoiced shall not exceed the amount shown on the Cost Summary, and Work Breakdown Structure for each phase of work. Consultant shall not proceed with any additional scope items without an approved addendum executed by the City. If the work is behind schedule or not on budget, a recovery plan shall also be submitted with the invoice describing how the work will be put back on budget/schedule by the next monthly invoice or sooner. Consultant payments are contingent upon Consultant submitting weekly project status report/schedule/WBS forms before each payment request.

## 4. DEPARTMENT OF INDUSTRIAL RELATIONS (IF APPLICABLE):

Project work will be subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Designation of Subcontractors form (Appendix 5) shall be submitted with the Proposal.



No Contractor or Subcontractor may be listed on a proposal for a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

No Contractor or Subcontractor may be awarded a contract for public works on a Public Works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Designation of Subcontractors' form attached with this RFP shall be completed and submitted with the Proposal. Failure to submit shall be deemed non-responsive and may be just cause for the rejection of the Proposal.

'Contractor or Subcontractor' means a firm, corporation, partnership, or association who will be substantially responsible or will engage in the performance of any contract for public works project, subject to labor compliance program as determined by the Department of Industrial Relations.

**V. PROPOSALS REVIEW (CONSULTANT SELECTION)**

The Proposal submitted by the Consultant shall include all required items listed in the RFP.

The Proposal submitted by the Consultant is not to have any exclusions, conditions or provisions applied to the agreement, insurance or procedures.

An internal Review Board selected by the City will review the Proposals received. The final ranking of the consultants will be based upon qualifications evaluated from the criteria below. A short list of qualified firm may be asked to participate in oral interviews. If staff determines that an interview is not necessary, the total points possible would be 100.

**A. EVALUATION, RATING, AND SELECTION**

<b>Criteria</b>	<b>Max Points</b>
Ability of the Consultant to perform the specific tasks outlined in the RFP	25
Qualifications of key individuals assigned to their team	15
Amount and quality of time that the key personnel will be involved in their respective portions of the project	15
Reasonableness of the fee schedule	15
Demonstrated record of success by the Consultant on work previously performed	15
The specific method and techniques to be employed by the consultant on the project or problem.	15
Interview (if necessary)	10
<b>Total</b>	<b>110</b>

Upon completion of the qualifications-based evaluation and ranking of Proposals, the City anticipates it will select the top three (3) to advance to the final selection.

**VI. AWARD OF AGREEMENT**

**A. CONTRACT AWARD**

Following the evaluation and selection by the Review Board, the Public Works Director will recommend award of an agreement executed by the Consultants to the City Council.

**H. EXECUTION OF AGREEMENT**

A Sample Standard Agreement is included as Appendix 2. The terms of the agreement will begin after the Agreement is fully executed and all required insurance documents have been received and approved.

**VII. IMPLEMENTATION**

The selected firm will be issued a Notice to Proceed (Notice) and will be expected to complete the work within the time period specified in the Notice. All work shall be planned, executed, and completed in accordance with the Notice, the consultant's Proposal, the RFP, and requirements contained in the Agreement.

**VIII. COMPENSATION**

The method of payment shall be primarily at a time and materials basis not-to-exceed fee amount.

**IX. CONTRACT CHANGES**

Any change in the scope of work resulting in a contract increase or decrease in fee shall be approved by the Project Manager prior to the commencement of the actual change in work. No fee adjustment will be allowed unless said prior approval is authorized by the Project Manager.

**X. PUBLIC RECORDS**

All responses to the RFP shall become property of the City and Proposals will become public record after award of the agreement.

**XI. APPENDICES**