

REQUEST FOR PROPOSAL

2024-040

PROFESSIONAL CONSULTANT DESIGN SERVICES FOR THE GATEWAY PARK REVITALIZATION PROJECT 807 0062

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552



RELEASE DATE: July 29, 2024

DEADLINE FOR QUESTIONS: August 5, 2024

RESPONSE DEADLINE: August 12, 2024, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/morenovalley>

City of Moreno Valley
REQUEST FOR PROPOSAL
PROFESSIONAL CONSULTANT DESIGN SERVICES FOR THE GATEWAY
PARK REVITALIZATION PROJECT 807 0062

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1. Notice to Bidders

1.1. Summary

The City of Moreno Valley is seeking a Professional Consultant to provide design services for the Dog Park addition at Gateway Park.

You are hereby invited to submit a proposal for providing Professional Consultant Design Services to prepare all necessary plans and to provide to the City a complete PS&E Bid package ready for bidding. Consultants who are interested in proposing should anticipate to provide full service with extensive coordination with the City and complete the work on time per proposed schedule and within budget per contract and amendments, if any.

Each bidder is hereby informed that proposals and its contents are subject to disclosure in accordance with the California Public Records Act (California Government Code Sections 7920 et seq.).

1.2. Background

Moreno Valley was incorporated in 1984 as a General Law City, merging the communities of Moreno, Sunnymead and Edgemont. The City operates under a Council-Manager form of government. The City Council is comprised of an elected Mayor and four Council Members elected by district. The City has a committed customer-service oriented workforce comprised of more than 450 employees who provide a wide-range of municipal services including Public Works, Economic Development, Community Development, Parks and Community Services, Financial and Management Services and Library services. The City contracts with Riverside County for Police and Fire services.

1.3. Timeline

RFP Release Date	July 29, 2024
Questions & Answer Deadline	August 5, 2024, 5:00pm
Proposal Due Date	August 12, 2024, 5:00pm

2. Due Date and Time

Proposals for the RFP, as described herein, will be received electronically via the City of Moreno Valley's on-line bid management portal OpenGov <https://procurement.opengov.com/portal/morenovalley>, **until Monday, August 12, 2024, 5:00 p.m.** Any changes to this RFP are invalid unless specifically modified by the City of Moreno Valley and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the City's copy shall prevail. It is the prospective bidder's sole responsibility to ensure that their proposal, inclusive of any or all addenda, is uploaded to the proper place at the proper time. Any proposal received after the scheduled closing time for receipt of proposals will not be considered.

Proposals must be submitted electronically via the City of Moreno Valley e-Procurement System, OpenGov, as set forth in this RFP document. Unless otherwise specified, proposals submitted by any other method such as hard copy, fax, or e-mail will be disqualified.

Proposals may be withdrawn on the OpenGov vendor portal prior to the scheduled submittal time and date for receipt of proposals.

Prospective bidder's are encouraged to not wait until deadline to submit proposals, as system-related questions may arise.

All questions, technical, commercial, or contractual in nature shall be directed to the Q&A section on the e-Procurement System, OpenGov. No phone calls will be allowed. Contact of the City of Moreno Valley personnel directly regarding this RFP is prohibited and may be grounds for elimination from the selection process. All questions regarding this RFP must be submitted through OpenGov no later **than Monday, August 5, 2024, 5:00 PM.** Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov at (650) 336-7167 or utilize the chat bubble in the system. Neither the City, nor OpenGov, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

3. Proposal Content

General

- A. **Proposal Format:** A prospective bidder must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. **General Terms and Conditions:** Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. **Right to Reject Proposals:** City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. **Execution of Agreement:** If a prospective bidder is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified bidder or call for new proposals, whichever City deems most appropriate. (Sample template of agreement is attached).
- E. **Incorporation of RFP/Proposal:** This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and prospective bidder.
- F. **Authorized Signatories:** Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. **Validity of Proposals:** Proposed services and related pricing contained in the proposal must be valid for a period of 60 days after the due date.

If your firm is qualified and would like to be considered, please submit a formal proposal addressing the following items:

Executive Summary

- 1. Provide a cover letter of your company's information including:
 - A. Company's full legal name, address, phone, fax, email, website;
 - B. Prior company names (if any);
 - C. Organizational structure (corp., LLC, etc.);
 - D. Names and titles of the principal owner(s);

- E. Person(s) authorized to make commitments for your company;
- F. Company history, experience (brief), and years in business;
- G. Current number of employees, key personnel;

2. Note any exceptions to any part of City's scope, specifications, terms or conditions in this letter and explain the reason.

3. Limit this section to a maximum of one page.

Professional Team Assignments

- A. Note any key personnel who are expected to remain in service until completion of the project.
- B. Provide detail regarding the team to be assigned for these services.
- C. Provide resumes of all team members.
- D. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
- E. Limit this section to a maximum of two pages plus resumes and org chart.

Proposal Costs

- A. Submit all pricing within the electronic solicitation program.
- B. Provide pricing for each of the required line items.
- C. Provide pricing for optional prospective bidder recommendations.

Response Template

- A. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
- B. Note these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
- C. Limit this section to a maximum of ten pages.

Required Forms*

- A. Attachment A - Required Response Template
- B. Attachment B - Special Provisions Form
- C. Attachment C - Client Reference List
- D. Attachment D - Non-Collusion Affidavit

* Note these forms are provided by City.

Work Samples**

- A. Samples of work, queries, reports, and forms
- B. Sample of ongoing support and services agreements

** Note that these documents will not be returned to prospective bidder.

Proposal Format

- A. Electronic only: searchable document
- B. White paper, 8-½ x 11, page numbered
- C. Typed, black print, approximately 11-12 point font
- D. Free from excessive graphics or excessive photos

4. Prospective Bidder Qualifications

Prospective Bidder Qualifications

The intent of this RFP is to evaluate the proposals, determine the prospective bidder's that are in the competitive range, and select proposers that will provide the most cost-effective and professional services for City.

Minimum Qualifications:

- A. Have at least 3 years of experience conducting the specific type of services required herein and have experience with at least three other clients performing like services as described herein or have performed satisfactory work for City within the past three years.
- B. Be capable of providing the required services beginning in September 4, 2024, work will be conducted during normal work hours, Monday to Friday 8:00 am to 5:00 pm.
- C. Maintain current certifications: P.E.
- D. Obtain and maintain at all times during the term of the Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this RFP, including a City of Moreno Valley business license.
- E. Consultant will obtain insurance naming the City as additional insured prior to execution of the Agreement. See Attachment E
- F. Comply with all local, state and federal laws, rules, and regulations applicable to the services required herein.
- G. Have the necessary resources, knowledge, skills, experience, and the like to provide the required services.
- H. Have financial stability and the necessary financial resources to provide the required services.
- I. Demonstrate the requisite technical proficiency. Only Providers with verifiable PROFESSIONAL CONSULTANT DESIGN SERVICES FOR THE GATEWAY PARK REVITALIZATION PROJECT experience will be considered for award.

5. Submission of Proposals

Written responses to the RFP must be prepared as specified in proposal content, as to form, content, and sequence. No changes to responses may be made after the submittal deadline.

- The Proposal for PROFESSIONAL CONSULTANT DESIGN SERVICES FOR THE GATEWAY PARK REVITALIZATION PROJECT for the City of Moreno Valley, Parks and Community Services shall be uploaded to OPENGOV on or before, but no later than **August 12, 2024 at 2:00PM**. Any responses received after this time will not be considered by the City.
- The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent.

The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the Consultants whose proposal is most beneficial to the needs of the City. Bidders are solely responsible for on time submission of their electronic bid. The City will only consider bids that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that the bid was submitted successfully. Transmission of bids by any other means will not be accepted. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the bidders to successfully submit electronic bids shall be at the bidders' sole risk and no relief will be given for late and/or improperly submitted bids. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov at (650) 336-7167 or utilize the chat bubble in the system. Neither the City, nor OpenGov, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

6. Evaluation Phases

Evaluation Criteria

In accordance with the Chapter 3.12 PURCHASING City Municipal Code’s objective of selecting the most qualified consultant at a fair and reasonable cost, a Review Board, composed of appropriate staff representatives and/or qualified outside representatives, will review the proposals received and select the most qualified firms. Review Board shall rank the prospective bidder's based upon the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>1. Experience and Qualifications</p> <p>Information about the company (and all sub-consultants) including professional licenses held; ability to furnish required insurance and meet stipulations of the City’s “boiler plate” agreement; details about comparable projects completed by the firm, as well as local experience; and its ability to provide the required services.</p>	Points Based	20 <i>(20% of Total)</i>
2.	<p>2. Experience of Key Personal</p> <p>Background on key personnel (including all sub-consultants) qualifications, abilities, familiarity with state and federal procedures, local experience on comparable projects and length of service with the firm, reference information preferably with municipal agencies.</p>	Points Based	40 <i>(40% of Total)</i>
3.	<p>3. Project Approach and Understanding</p> <p>Discussion of major issues identified on the project and how the consultant team plans to address them; the management approach and organization necessary to complete the specific project; and outline quality control measures to ensure delivery of a quality product on time and within budget. Discussion of opportunities and proposed plans to accelerate the work and shorten delivery schedule.</p>	Points Based	40 <i>(40% of Total)</i>

7. Award

Award

- A. After conclusion of the above Evaluations, a Notification of Intent to Award may be sent to any prospective bidder's selected. City may make multiple awards.
- B. Award is contingent upon the successful negotiation of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing prospective bidder's unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with the next best qualified prospective bidder's or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. The term is for one-year.
- D. Prices are firm fixed prices during each contract period.
- E. Prices shall be negotiated for each mutually exercised optional renewal period.

8. Special Terms and Conditions

Termination

- A. If, in the opinion of the City of Moreno Valley, Provider fails to perform or provide prompt, efficient service, the City must have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. The City of Moreno Valley must have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

Public Employees Retirement Law (CalPERS)

- A. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONTRACTOR shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- B. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONTRACTOR as an independent contractor of City and agents and employees of CONTRACTOR, and not as agents or employees of City. CONTRACTOR and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- C. CalPERS Retiree Disclosure. CONTRACTOR hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONTRACTOR who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONTRACTOR to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- D. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees,

CONTRACTOR shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONTRACTOR or City files an appeal or court challenge, CONTRACTOR and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

9. Scope of Work

9.1. PROJECT DESCRIPTION AND SCOPE OF SERVICES

Project Description

The Gateway Dog Park project includes utilizing existing open green spaces in Gateway Park and converting into a dog park for large and small dogs. Creating a dog playground with different surface types for walking paths, play features, shade, and seating. The project will include the following, but not limited to:

- Large dog park with double gate entry way
- Small dog park with double gate entry way
- Secure perimeter fencing with mow curb
- Shade structures at both parks
- Walking paths
- Seating areas
- Dog play equipment features
- Site furnishings
- Drinking Fountains
- Dog Washing Station Area
- Irrigation head relocations
- Park Lights
- Electrical Work
- Drainage Work
- Maintenance Gates
- ADA path of travel accessibility

The City of Moreno Valley has an ***expedited*** schedule for this project as follows:

<u>Project Phase</u>	<u>Duration / Due Date</u>
PS&E Design and Bid Package Preparation	5 Weeks
RFB for Construction	3-4 Weeks
Award Construction Contract	November 19, 2024

Construction

Spring 2025

9.2. SCOPE OF PROFESSIONAL CONSULTANT DESIGN SERVICES

The consultant scope of services is to prepare all necessary plans and to prepare a complete PS&E Bid package ready for bidding. The scope of services to be provided by the selected consultant for this project includes the following:

- A. PS&E Phase Services: All necessary services to prepare a complete PS&E bid package which is approved by the City of Moreno Valley and other regulatory agencies (if required) and is ready for construction bidding.

Preliminary Design Development Phase

The City will provide all available files to the selected consultant. The proposer shall review available files and decide if any additional work is needed, and include such work in their proposal, scope of work and fee as necessary. Consultant shall conduct any and all necessary field site topographical survey of the project area for the preparation of the existing conditions base plan.

The Consultant shall develop a preliminary design in consultation with the City. It is anticipated the Preliminary Design Development Phase will include a minimum of 1 review and necessary meetings with City staff to review and discuss design development ideas and recommendations.

The preliminary design development shall progress the plans to a level that provides sufficient level of design layouts, dimensions, cost estimates, material, plant and color recommendations, recommended equipment list, and other relevant information for City's review.

PS&E Package Development Phase

The consultant shall prepare the Draft PS&E Package. The Draft PS&E Package shall include providing all necessary services and preparing all necessary plans required for the construction of the project in all detail. The plans may include but not limited to plans for site development, grading, water, electrical, structural, landscaping, irrigation, lighting, paving, striping, utilities, LID, etc. The consultant shall be responsible for all consulting services, utility coordination, and any and all aspects of the project necessary to develop a complete PS&E bid package ready for bidding. The consultant shall also prepare the technical specifications for the project. City will provide administrative sections of the specifications. The consultant shall also provide a cost estimate and a bid schedule for the project in an itemized format.

It is anticipated the PS&E Package Development Phase will include minimum 1 review and necessary meetings with City staff to review and discuss final recommendations.

Also, the Consultant shall submit the plans for approval to City's Building Department for plan check review and approvals.

The Consultant shall also submit the plans with final Utility Notices to Utility Companies, if necessary. The Consultant shall revise the plans based on any comments received from the above departments and agencies, and resubmit as necessary until the plans are approved.

The City will pay any plan check and permit fees required by the above departments and agencies.

Bidding Phase Services

The Consultant shall provide necessary support services, including but not limited to:

- Attend pre-bid meeting (1 assumed)
- Respond to bidder's questions.
- Review and analysis of bids received.

Construction Phase Services

The Consultant shall provide necessary support services, including by not limited to:

- Providing support to the City's Project Manager to answer questions and clarify items which relate to the PS&E package prepared by the consultant
- Reviewing and approving shop drawings to be submitted by the contractor as per the PS&E package
- Attending when requested construction meetings (assume 4 meetings) with the City's Project Manager, Contractor, and other involved parties
- Reviewing contractor change order requests, and providing necessary information to the City's Project Manager as they relate to the consultant's design.

The consultant shall account for any and all services, costs, and expenditures to provide its services as necessary.

9.3. PROJECT FUNDING AND SCHEDULE

The City will be utilizing local funds for the PS&E Design Phase portion of this project and will be utilizing American Resue Plan Act funds for the Construction Phase of this project.

Proposals must be submitted electronically via the City of Moreno Valley e-Procurement System, OpenGov, **before the Due Date and Time as shown on Section 1.3 of this RFP.**

9.4. GENERAL INFORMATION

Proposals must be submitted electronically via the City of Moreno Valley e-Procurement System, OpenGov, **before the Due Date and Time as shown on Section 1.3 of this RFP, at:**

<https://procurement.opengov.com/portal/morenovalley>

The proposer shall provide a separate file for technical proposal and a separate file for cost proposal.

(Note: Cost proposals will not be opened during the review and rating of the technical proposals. Once the consultant ranking is made and top-ranked consultant is identified, only the cost proposal of the top-ranked consultant will be opened for review and contract negotiation purposes.)

Unless otherwise specified, proposals submitted by any other method such as hard copy, fax, or e-mail will be disqualified.

Proposals may be withdrawn on the OpenGov vendor portal prior to the scheduled submittal time and date for receipt of proposals.

Prospective bidder's are encouraged to not wait until deadline to submit proposals, as system-related questions may arise.

All questions, technical, commercial, or contractual in nature shall be directed to the Questions & Answers Section on the e-Procurement System, OpenGov. No phone calls will be allowed. Contact of the City of Moreno Valley personnel directly regarding this RFP is prohibited and may be grounds for elimination from the selection process. All questions regarding this RFP must be submitted through OpenGov no later **than the Questions & Answers Deadline as shown on Section 1.3 of this RFP.**

Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov at (650) 336-7167 or utilize the chat bubble in the system. Neither the City, nor OpenGov, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

Right to Reject Proposals: City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.

Execution of Agreement: If a prospective bidder is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified bidder or call for new proposals, whichever City deems most appropriate. (Sample template of agreement is attached).

Incorporation of RFP/Proposal: This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and prospective bidder.

Authorized Signatories: Company personnel signing the cover letter of the proposal, or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.

Validity of Proposals: Proposed services and related pricing contained in the proposal must be valid for a period of **60 Calendar Days** after the due date.

9.5. PROPOSAL CONTENT

The Consultant's Proposal shall be no more than 30 pages, excluding executive summary, resumes, dividers, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration.

9.6. Executive Summary

The Consultant shall include an executive summary with general firm's information including full legal name and contact information, organizational structure (corporation, LLC, etc.), name(s) and title(s) of the principal owner(s), person(s) authorized to make commitments for your company identified in the corporate resolution, firm history and length of relevant experience, and current number of employees with emphasis on key personnel. The executive summary shall be limited to a maximum of one page.

9.7. Technical Proposal

The Consultant shall include, but not be limited to, the following items in the body of the proposal:

- A. Proposer's approach and understanding of all necessary tasks and steps involved in completing the required services.
- B. Responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and current workload.
- C. A detailed work plan to reflect the methods and procedures that the proposer intends to use to provide the required services. The scope of services outlined in this RFP is only provided as a guide and does not include all the tasks as required to complete the work.
- D. A list of deliverables.
- E. Procedures for perform Quality Assurance and Quality Control (QA/QC) on the services to be provided.
- F. Related experience including relevant experience date, name of agency, and Reference name/contact information.
- G. A resource allocation matrix (exclude cost information).

9.8. Proposed Staff/Team

- A. Information on key personnel who are expected to remain in service until completion of the contract.
- B. Information on the back-up personnel in the event of the key personnel not available to provide the contracted services for certain period during the contract duration.

- C. Provide resumes of proposed staff/team members.

9.9. Required Statements

The Consultant's Proposal shall include the following:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the City of Moreno Valley.
- C. A statement that the Consultant's services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this RFP upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City. The Consultant shall list the available staff for such substitution in the Proposal.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration.
- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- H. A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change any sub-consultants without written permission from the City.

- I. A statement that all charges for Consultant services is a "Not-to-Exceed" Fee which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of office/field and final reports, or similar evidence of attainment of the Agreement objectives.
- K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work (if prior approved) incurred that is not part of this RFP. An itemized cost breakdown for the work described herein must be submitted in a separate file, entitled "Cost Proposal", as part of the Consultant's Proposal submittal. All extra work will require prior approval from the City.
- M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three (3) years.
- P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and

become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

9.10. Required Forms

- A. Attachment – Non-Collusion Declaration

9.11. Cost Proposal

- A. Cost Proposal that includes all costs associated with the scope of services.
- B. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal.
- C. The general Scope of Services outlined herein is only provided as a guide in this Request for Proposal.
- D. Itemized tasks and corresponding costs must be identical to the detailed Scope of Services included as part of the Proposer's Technical Proposal.

9.12. PROSPECTIVE BIDDER QUALIFICATIONS

The intent of this RFP is to evaluate the proposals, determine the prospective bidder's that are in the competitive range, and select proposers that will provide the highest level of professional services for City.

Minimum Qualifications

The proposed staff who will be providing Professional Consultant Design Services to prepare all necessary plans and to provide a complete PS&E Bid Package ready for bidding and shall have the knowledge of:

- A. Theories, principles and practices of civil engineering design and construction.
- B. Principles and modern techniques and commonly used materials and equipment used in design, construction, and maintenance of various public works projects.
- C. Federal, state and local laws, regulations, and court decisions applicable to public works projects.
- D. Information technology and computer capabilities to perform daily engineering tasks.
- E. Principles and practices of sound business communication, teamwork, and work ethics.

The proposed staff shall also possess the ability to:

- A. Prepare, direct preparation of and review complex engineering designs, plans, specifications, and legal contracts.
- B. Perform difficult technical research and analyze complex engineering and mathematical problems, evaluating alternatives and recommending or adopting effective courses of action.
- C. Plan, organize, manage, and integrate engineering design and construction activities.

- D. Design issues, analyze problems, evaluate alternatives, and develop sound and independent judgements and recommendations.
- E. Understand, interpret, explain, and apply federal, state, and local policy, law, regulations, and court decisions applicable to public works project implementation.
- F. Operate a personal computer using standard or customized software applications appropriate to assigned tasks.
- G. Supervise and evaluate the work of professional consultants and construction contractors.
- H. Prepare clear, concise, and comprehensive correspondence, reports, and other written materials.
- I. Organize, set priorities, and exercise sound independent judgement within areas of responsibility.
- J. Exercise tact and diplomacy in dealing with sensitive and complex issues and situations.
- K. Establish and maintain effective working relationships with City management, staff, contractors, consultants, representatives of other governmental and utility agencies, business and community groups, citizens, the public and others encountered in the course of work.

Education, Training and Licenses

Registered Professional Civil Engineer License and other applicable professional licenses as required to complete the Work.

9.13. SUBMISSION OF PROPOSALS

Written responses to the RFP must be prepared as specified in proposal content, as to form, content, and sequence. No changes to responses may be made after the submittal deadline.

The requested proposal shall be uploaded to OPENGOV on or before, but no later than **the Date and Time as shown on Section 1.3 of this RFP**. Any responses received after this time will not be considered by the City.

The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent.

The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the Consultants whose proposal is most beneficial to the needs of the City. Bidders are solely responsible for on time submission of their electronic bid. The City will only consider bids that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that the bid was submitted successfully. Transmission of bids by any other means will not be accepted. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the bid management

system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the bidders to successfully submit electronic bids shall be at the bidders' sole risk and no relief will be given for late and/or improperly submitted bids. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov at (650) 336-7167 or utilize the chat bubble in the system. Neither the City, nor OpenGov, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

9.14. AWARD AND PAYMENT TO CONSULTANT

AWARD

- A. After conclusion of the Evaluation and Ranking of Proposals processes, a Notification of Intent to Award may be sent to any prospective bidder's selected. City may make multiple awards.
- B. Award is contingent upon the successful negotiation of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing prospective bidder's unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with the next best qualified prospective bidder's or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. Prices are firm fixed prices during each contract period.

PAYMENT TO CONSULTANT

- A. This work is to be performed for a "Not-to-Exceed" Fee amount as included in the Agreement.
- B. The Consultant shall provide a "Project Fee Schedule" or Cost Proposal indicating the fees for individual tasks with a "Not-to-Exceed" Fee which shall be the sum of all tasks, and shall be submitted separately from the Technical proposal. The Cost Proposal must document the agreed-upon progress payment and include the percent of work complete schedule.
- C. Tasks shall include, but not be limited to, all professional consultant services necessary to complete the Work covered in this RFP.
- D. Monthly progress payments may be submitted based on the percent of work complete for ongoing tasks as identified in the "Project Fee Schedule" or Cost Proposal. Invoices will specifically identify job titles, person-hours, and costs incurred by each task. Narratives shall be included with each progress payment summarizing and justifying the work and the percentage of work completed for each task for that month.
- E. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed" Fee.

- F. All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be justified by supporting documentation presented at the time payment is requested.
- G. Prior to performing work beyond the scope of service in this “Agreement for Professional Consultant Services,” the Consultant shall request for approval of such work from the City and shall not start without an approval. An “Amendment to the Agreement” will be executed between the City and Consultant.
- H. The Consultant shall receive no compensation for any re-work necessary as result of the Consultant's errors or oversight.
- I. The Consultant shall include a reasonable assumption for salary cost escalation beyond the current year.

9.15. SPECIAL TERMS AND CONDITIONS

Termination

- A. If, in the opinion of the City of Moreno Valley, the awarded consultant fails to perform or provide prompt, efficient service, the City must have the right to terminate or cancel the Agreement upon 5-day’s written notice and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. The City of Moreno Valley must have the right to terminate or cancel the Agreement upon 30-day’s written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.
- D. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

Public Employees Retirement Law (CalPERS)

- A. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONSULTANT shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

- B. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONSULTANT as an independent contractor of City and agents and employees of CONSULTANT, and not as agents or employees of City. CONSULTANT and City acknowledge and agree that City participates in a defined benefit plan (“CalPERS”), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- C. CalPERS Retiree Disclosure. CONSULTANT hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONSULTANT who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONSULTANT to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree’s obligations under applicable law, rules or regulations.
- D. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City’s employees, CONSULTANT shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONSULTANT or City files an appeal or court challenge, CONSULTANT and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

Managing Local, State, and Federal Funded Projects

The work and/or services to be provided by the Consultant shall comply with all pertinent local, State, and Federal laws and regulations. The Consultant, therefore, shall be legally able to perform services for Federal or State funded projects.

Indemnification

For design professional services, to the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing “design professional services” as defined in Section 2782.8, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees, and all claims which arise from or are connected with the negligent, reckless, or willful misconduct in the performance of or failure to perform the work or other obligations of the Consultant under this RFP and/or related Agreement, or are caused or claim to be caused by the negligent, reckless or willful misconduct of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

For all non-design professional services, Consultant shall indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the performance of or failure to perform the work or other obligations of the Consultant, or are caused or claim to be caused by the acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

Insurance

The Consultant shall have Insurance, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment, and Workers' Compensation Insurance in the amounts as will fully comply with the laws of the State of California, per City Standard Agreement.

A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District, its officers and employees and agents, under any third party liability policy."

Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the Agency, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amount established.

Other Terms and Conditions

- A. The Contract includes the Agreement for Professional Consultant Services, City's Request for Proposal, Consultant's Proposal, and Exhibits.
- B. The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing the said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of

the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work and shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

- C. The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.
- D. Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement, are the Consultant's responsibility. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.
- E. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
- F. The City reserves the right to reject any or all Proposals submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.
- G. The Consultant shall provide its complete name and address, including whether the Consultant is an individual, a partnership, or a corporation. The Consultant shall list the location of the office where the Consultant's work will be available for inspection by local agency and State representatives.
- H. The Consultant shall commence services upon written direction to proceed from the City. No charges are to be incurred prior to the Notice to Proceed.
- I. The Consultant warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that the Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the City shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or

otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- J. Subcontractors, Assignment and Transfer - Consultant services are considered to be a personal relationship between the City and the Consultant; therefore, subcontracting, assignment, or transfer of any of the work except as otherwise provided for in the executed agreement is expressly prohibited. All subcontracts exceeding \$25,000 in cost shall contain all required provisions of this Agreement.
- K. The responsible Consultant shall sign all plans, specifications, estimates, and engineering data furnished by Consultant and where appropriate, indicate professional engineer registration number.
- L. The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract. The Consultant shall also list current clients who may have financial interest in the outcome of this Agreement.
- M. The Consultant hereby certifies that the Consultant does not now have and will not acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- N. The Consultant hereby certifies that neither the Consultant, its employees, nor any firms affiliated with the Consultant providing services on this project, prepared the Plans, Specifications, and Estimates for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

9.16. LABOR LAWS and PREVAILING WAGES

All work or services performed within the State of California pursuant to this Agreement by Consultant, Consultant's employees and independent consultants, or Consultant's subconsultants and its subconsultants' employees and independent consultants shall be performed by individuals lawfully permitted to perform such work or services in the State of California and/or the United States of America pursuant to all applicable State and/or Federal labor laws, rules and regulations including, but not limited to, any State or Federal law, rule or regulation prohibiting the employment of undocumented workers or any other person not lawfully permitted to perform said work or services in the State of California or the United States of America.

Consultant represents that it is an equal opportunity employer and shall not discriminate against any subconsultant, employee, or applicant ("person") for employment because of race, denial of family and medical care leave, religious creed (including religious dress and grooming practices), color; national origin (including language use restrictions), ancestry, physical disability or mental disability (including HIV and Aids), medical condition (cancer and genetic characteristics), genetic information, military or veteran status, marital status, gender, gender identity, gender expression, sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), age or sexual orientation. Unless otherwise permitted under the law, Consultant shall

not refuse to hire or employ any such person or refuse to select any such person for a training program leading to employment, or bar or discharge any such person from employment or from a training program leading to employment, or otherwise discriminate against any such person in compensation or in terms, conditions, or privileges of employment.

This contract is subject to prevailing wage law, including but not limited to California Labor Code 1720 et seq. Without limiting the generality of the forgoing, Consultant and all of Consultant's subconsultants, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code.

Notwithstanding anything else to the contrary, Consultant hereby acknowledges that all consultants and subconsultants must be registered with the Department of Industrial Relations ("Department") pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Consultant must secure payment of compensation to all Consultant's employees. Consultant represents and warrants that Consultant is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Consultant entering into any contracts with any subconsultant, Consultant shall obtain proof that all such subconsultants have also registered with the Department in accordance with Section 1725.5.

10. Pricing Terms and Conditions

Pricing Terms and Conditions

- A. Quantities: listed Line Items are annual estimates based on historical information or anticipated and may vary significantly.
City does not imply or make any commitment to purchase any specific quantity.
- B. Term: is for a one-year base period with up to four one-year optional renewals.
- C. Price Changes: After the base period, price changes shall be negotiated, but shall not exceed the most recent available 12-month period for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for All Urban Consumers. In the event market conditions cause a significant change in price, the Provider may request relief by providing verifiable documentation to CR at least 30 days in advance of the requested price change date.
- D. Unit Price: include everything but sales tax.
- E. Delivery Costs: must be included in unit price.
- F. Sales Tax: City will add the appropriate sales tax to each order.
- G. Additional Charges: none; do not charge any fees or charges not listed in the Price Sheets.
- H. Fixed Prices: prices are fixed for each year of the agreement.
- I. Proposal Price Sheet: The awarded Provider's Price Sheet, as accepted by City, will be incorporated into the resultant Agreement.

11. Vendor Questionnaire

11.1. All required documents have been uploaded

Please upload all required documents before submittal.