



CARSON WATER SUBCONSERVANCY DISTRICT

NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)

ON-CALL PROFESSIONAL CIVIL ENGINEERING SERVICES

SOQ DUE DATE: APRIL 29, 2019 AT 2:00 P.M.

SUBMITTAL LOCATION: Carson Water Subconservancy District
777 E. William St., Suite 110A
Carson City NV 89701

QUESTIONS SHALL BE DIRECTED TO: Edwin James, General Manager
(775) 887-7456
edjames@cwsd.org

Notice is hereby given that the Carson Water Subconservancy District, hereinafter referred to as "CWSD" is conducting a competitive ONE-STEP process to retain up to eight (8) consultants to provide professional civil engineering services for FEMA flood risk mapping, assessment, and planning (Risk MAP) studies which includes but not limited to, research, analysis, conceptual planning and design, strategic development, FEMA flood mapping studies, FEMA Hazard Mitigation studies, CLOMR/LOMA/LOMR development, and Area Drainage Master Plans.

CWSD invites interested firms to submit written Statements of Qualifications (SOQ) relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The firms determined to be best qualified will then be invited to enter into negotiations with CWSD for an on-call fixed fee or time and material contracts for each individual project.

A complete copy of this RFQ and possible amendments may be obtained from CWSD website at: www.CWSD.org. Respondents are invited to review the information and to submit their Statements of Qualifications in accordance with the criteria established within this RFQ. Written questions regarding this RFQ must be received by CWSD no later than **5:00 PM on APRIL 15, 2019**. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFQ. Refer to Project Selection Process Among Consultants section below.

All electronic and paper submittals, as specified below, must be received by the due date and time at the submittal location specified herein. **Any response received at the specified submittal location after the due date and time assigned will be returned unopened.** CWSD reserves the right to reject any or all submittals, or to

withhold the award for any reason it may determine, and to waive or not to waive any informalities in any submittal. All information regarding the content of the specific submittals will remain confidential until a contract is finalized or all submittals are rejected.

ISSUE DATE: March 20, 2019

INTRODUCTION/GENERAL

Notice is hereby given that the Carson Water Subconservancy District, hereinafter referred to as "CWSD", is conducting a competitive one-step process to retain up to eight (8) professional civil engineering consultants to provide professional civil engineering support for flood control studies. Professional services for FEMA flood risk mapping, assessment, and planning (Risk MAP) studies which includes but not limited to:

- A. [FEMA flood mapping studies](#);
- B. [Flood Inundation Mapping](#);
- C. [CLOMR/LOMA/LOMR development](#);
- D. Area Drainage Master Plans (See [Johnson Lane ADMP](#) for example); and
- E. Flood Mitigation Studies (examples are:)
 - a. [Douglas County Smelter Creek](#)
 - b. [Churchill County Water Shunt](#)
 - c. [North Carson City Flood Mitigation Plan](#)

Studies and programs not included in this RFQ are: Discovery Study, development of ordinances, hazard mitigation studies, and flood awareness programs.

Consulting firms will identify which category stated above they wish to be considered. The consultant can submit proposal to be considered for any or all five categories. CWSD will establish which firms are considered for given category or multiple categories. CWSD will establish a list of consultants qualified to conduct the studies in a given category.

CWSD will inform all selected consultants who are selected to perform work on "as-needed" basis for the next 5 years and which projects they will be eligible to contract during times required by and under the direction of the General Manager. The consultants clearly understand and agree that there may be only a limited number of services requested, or no services requested at all.

Contracts for work will be awarded on an as-needed project basis. Consultants selected under this RFQ will be expected to familiarize themselves with the scope of work before signing a project contract. This will include being familiar with the laws, regulations and other factors affecting performance of work. The Consultant will carefully correlate its observations with requirements of the solicitation and contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The signing of a Contract will constitute a representation of compliance by the Consultant. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

The use of subconsultants must first be approved by CWSD.

In consideration of the performance of the services described in the Scope of Services, CWSD shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge CWSD only in accordance with those same rates.

CWSD will pay the Consultant following the submission of itemized invoice(s) which will be due the 15th of following month. Each itemized invoice must bear a written certification by an authorized CWSD representative confirming the services for which payment is requested.

SCOPE OF SERVICES

Projects will be located throughout the Carson River Watershed and will vary in size and scope. The Carson River Watershed encompasses portions of Alpine County, California; and Douglas County, Carson City, Lyon County, Storey County, and Churchill County, Nevada.

A Scope of Work (SOW) will be developed for each individual Project. The Consultant shall be responsible for providing professional quality, technical accuracy, and the proper professional coordination in relation to the services furnished by the Consultant on behalf of CWSD. These shall include but are not limited to:

- All services shall be conducted in accordance with generally accepted professional standards as well as in accordance with all applicable federal, state, and local codes, laws, ordinances, regulations, and restrictions.
- Consultant shall be responsible for furnishing all labor, equipment, and materials necessary to complete services.

CONSULTANT SELECTION PROCESS

CWSD will use a One-Step selection process for the final selection of top-rated consultants to perform professional engineering services within the Carson River Watershed for each category.

INSTRUCTIONS TO CONSULTANTS

1. **SUBMITTAL FORMAT:** Please provide one original and 2 hard copies (3 total), plus one (1) **electronic copy on flash drive or compact disk.** The original copy of the submittal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFQ. **The sections of the submittal should be tabbed, clearly identifiable.** CWSD will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFQ. Failure to include the requested information may have a negative impact on the evaluation of the offeror's submittal.
2. **PREPARATION OF SUBMITTAL:**
 - a. All proposals shall be on the form(s) or in the format provided in this RFQ package.
 - b. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the submittal. Facsimiles shall not be considered.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
 - d. It is the responsibility of all offerors to examine the entire RFQ package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal.
 - e. The consultant will identify which flood risk categories shown on in the INTRODUCTION/GENERAL they are submitting for consideration.
3. **CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all Consultants **must disclose** if any current CWSD employee or Board Member is also an owner, corporate

CARSON WATER SUBCONSERVANCY DISTRICT

777 E. William St., #110A

Carson City, NV 89701

PH: (775) 887-7450 / FAX: (775) 887-7457

REQUEST FOR QUALIFICATIONS

EDWIN JAMES, GENERAL MANAGER

E-MAIL: edjames@cwsd.org

officer, or employee of your business. Offerors are to indicate on the Offer Page of this solicitation either "Yes" (CWSD employee or Board Member is associated with your business), or "No." If "Yes", Consultants must provide the name(s) of CWSD employee(s), Board member(s), and the position(s) CWSD employee(s) or Board Member(s) hold within your business.

4. **SUSPENSION OR DEBARMENT CERTIFICATION:** In accordance with Federal Regulations (CFR), public entities are prohibited from contracting with any party that is suspended or debarred or is otherwise excluded from participating in federal assistance programs.

As federal funding may be used for CWSD projects; by signing the RFQ section of the Offer and Acceptance page, the Consultant certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the offer or cancellation of a contract.

5. **WHERE TO SEND SUBMITTALS:** In order to be considered, the Consultant must send their Statement of Qualifications to CWSD at the location indicated on the Notice Page. The submittal must be received by no later than the specified opening date and time. The Consultant's submittal shall be presented in a sealed envelope with the OFFEROR'S NAME and RETURN ADDRESS written on the envelope.
6. **INQUIRIES:** Any question related to this Solicitation shall be directed to the General Manager whose name appears on the front side of this document. Questions should be submitted in writing. Only questions answered by formal written solicitation amendment will be binding.
7. **REQUEST FOR ADDITIONAL INFORMATION:** CWSD reserves the right to request additional information from Offerors for the purpose of explaining the contents of a submittal. Any such request shall be for informational purposes only.
8. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Solicitation, CWSD reserves the right to:

- (1) waive any immaterial defect or informality; or
- (2) reject any or all proposals of work SOQs, or portions thereof; or
- (3) reissue the Solicitation.

A response to this Solicitation is acknowledgement to enter into negotiations and contract with CWSD based upon the terms, conditions, and specifications contained in CWSD's solicitation. RFQs do not become contracts.

9. **LATE SUBMITTALS:** Late submittals shall not be considered.
10. **WITHDRAWAL OF SUBMITTAL:** At any time prior to a specified solicitation due time and date, the Consultant (or designated representative) may withdraw the proposal by submitting a written request stating the reason for withdrawal.
11. **AMENDMENT OF SOLICITATION:** Amendments may be obtained from the CWSD website at: <http://www.cwsd.org>. It is the Consultant's responsibility to obtain a copy of any amendment relevant to this Solicitation. Internet access is available at all public libraries. CWSD takes no responsibility for informing recipients of changes to the original solicitation document.

- 12. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any project RFQ is an offer to contract with CWSD based upon the contract provisions contained in the project RFQ, including but not limited to, the specifications, scope of services and any terms and conditions. Consultants who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language.

PROJECT SELECTION PROCESS AMONG AWARDED CONSULTANTS

For those Consultants selected to work for CWSD on projects in various categories, projects will be offered to any consultant on the list. CWSD may enter into negotiations with any consultant on the list to develop scope of work, determine fees, to negotiate any other portion of the scope deemed necessary by CWSD.

1. PREPARATION OF SUBMITTAL:

A. EVALUATION REQUIREMENTS: The evaluation will be conducted as a One-Step Process:

A qualified committee will evaluate the SOQ's submitted in accordance with the criteria listed in the Uniform Consultant Questionnaire and determine a Finals List of consultants(s) most qualified to provide the services.

Past Performance shall be scored by the Selection Committee based upon all information from County Departments, Project Managers, outside agencies, and references provided by the Consultant.

Points shall be assigned according to the listed criteria. The firms will then be ranked by CWSD.

CWSD reserves the right to make such additional investigations as it deems necessary to establish the competency and financial stability of any party submitting a proposal.

- #### **B. INSTRUCTIONS FOR SUBMITTAL:** All submittals shall include any and all form(s) provided in this solicitation package. It is permissible to copy these forms as required. Facsimiles or mailgrams shall not be considered. The offer form shall be submitted with an original ink signature by the person authorized to sign the submittal. Erasures, interlineations, or other modifications in the submittal shall be initialed in original ink by the authorized person signing the Consultant offer. Periods of time, stated as a number of days, shall be in consecutive calendar days. It is the responsibility of all offerors to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before sending in a submittal. Negligence in preparing a submittal confers no right of withdrawal after due date and time.

Submittal for the projects shall be limited to the items listed below. Firms are advised to follow instructions and submit only the requested information. A page is one side of an 8.5" x 11" sheet (minimum font size is 11).

- 1 COVER LETTER** expressing interest in available projects. The cover letter shall also identify a single individual as point of contact for any future correspondence. (Suggested 2 page maximum)

- 2 **UNIFORM QUESTIONNAIRE:** It is preferred that the answers to the Uniform Consultant Questionnaire be limited to ten (10) pages including graphs, charts, schedules, and any other associated material, excluding resumes.

UNIFORM CONSULTANT QUESTIONNAIRE

Firms will be screened based on evaluation of the Uniform Consultant Questionnaire using the following criteria, which are listed in relative order of importance.

1. **FIRM EXPERIENCE ON SIMILAR PROJECTS – 15 POINTS**

The Consultant should describe the firm's experiences in dealing with the various aspects that will be involved with these services.

- A. Identify 3 FEMA Risk MAP projects with similar type and location work which demonstrates work quality; the below list is a guideline, but is not all-inclusive:
1. Multi-phased, multi-jurisdictional planning, mitigation projects
 2. Flood Related Infrastructure Design & Construction Management
 3. Floodplain & Risk Mapping, CLOMR, LOMR, LOMA
 4. Stormwater Planning & regulatory process
 5. Area Drainage Master Plans
- B. Provide specific references that may be contacted.
- C. Explain how the experience identified above relates to the services.

2. **EXPERIENCE AND QUALIFICATIONS OF TEAM – 10 POINTS**

Provide experience and qualifications of key team members including any licenses, registrations, or certifications applicable to the proposed work. Identify team experience on similar projects and the extent of team involvement including time commitment.

- A. Identify the project principal, project manager, key staff, and their qualifications and experience as they relate to these services. Include resumes in appendix.
- B. Team experience on similar contracts.
- C. Time commitment of key team members.
- D. Unique qualifications of key members.
- E. Qualifications and relevant individual experience.
- F. List of hydrologic/hydraulic software of each member of the team is qualified to use.

3. **QUALIFICATIONS OF FIRM – 10 POINTS**

The Consultant should describe the firm's qualifications in regard to providing professional civil engineering support for a variety of FEMA (or Flood Risk MAP and Hazard Mitigation) project types within the Carson River Watershed. This section should list the key points of contact within the firm, and their individual and collective experiences in dealing with public agency staff.

- A. Describe the firm's management and organization capabilities.
- B. Describe internal quality and cost control measures or procedures.

4. **PAST PERFORMANCE – 5 POINTS**

Scores shall be assigned based upon information obtained from County Departments, Project Managers, outside agencies, and references provided by the consultant.

SPECIAL TERMS AND CONDITIONS

1. **INSURANCE PROVISIONS AND CONDITIONS:** All consultants must carry the following insurance and agree to the following conditions.

A. COVERAGE AFFORDED

MINIMUM LIMITS OF LIABILITY

Workers' Compensation liability insurance for not less than \$1,000,000

Statute or a State Certificate of self-insurance and employer's

Commercial General Liability

\$1,000,000 each occurrence
\$2,000,000 aggregate

Automobile Liability Insurance

\$300,000 combined single limit to include any vehicle

Professional Liability

\$1,000,000 each occurrence
\$2,000,000 aggregate

B. INSURANCE CONDITIONS

- i. **GENERAL CONDITIONS:** The Contractor agrees to, at its own expense, purchase and maintain at all times during the life of this contract the herein stipulated minimum insurance with companies duly licensed, possessing a minimum current A.M. Best, Inc. Rating of A- FSC VIII, or approved unlicensed companies in the State of Nevada with policies and forms satisfactory to CWSD. All policies will contain an endorsement providing that written notice be given to CWSD at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy.
- ii. **WAIVER OF SUBROGATION OR TRANSFER OF RIGHTS OF RECOVERY:** The policies required herein, except Professional Liability, shall contain a waiver of subrogation or in the alternative, a waiver of transfer of rights of recovery against CWSD, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Contractor's work or service.
- iii. **ADDITIONAL INSUREDS:** The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name CWSD, its agents, representatives, officers, directors, officials and employees as Additional Insured with a CG 20 10 or similar endorsement. The Contractor agrees that the insurance required herein will be primary and that any insurance carried by CWSD will be excess and not contributing. All insurance policies of the Contractor shall be primary in relation to the Additional Insured.
- iv. **ENDORSEMENTS AND CERTIFICATE:** The following provisions are also required for the insurance(s), and evidence of such shall be satisfied by Certificate(s) and Endorsements. An insurance company authorized to transact business in the State of Nevada shall issue the Certificates. The Contractor shall, within ten (10) days after award of bid, furnish CWSD with Certificates of Insurance for the required insurance coverage. Endorsements for the Waiver of Transfer of Rights and Additional Insured shall be provided as indicated above, unless contained within the basic policy(ies) and then confirmed by written statement signed by the insurance agent, broker and/or underwriter in a form

acceptable to CWSD.

- v. **SUBCONTRACTORS:** In the event any of the Work is subcontracted, the Contractor shall require the subcontractor to provide Workers' Compensation insurance for all of the subcontractor's employees engaged in the Work, unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation insurance. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's general liability insurance for the protection of such of their employees as are not otherwise protected.
- vi. **PROFESSIONAL LIABILITY (Errors & Omissions):** Professional liability insurance carried by the consultant must cover all elements of the project including professional services performed by subcontractors. If the consultant's professional liability insurance does not provided coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. CWSD may require a copy of the professional liability insurance policy to verify coverage.

3. **OTHER CONTRACTS:** CWSD may, as its sole option, enter into Contracts for additional work related to the scope of work. The Consultant shall fully cooperate with other Consultants and consultants and with CWSD and County employees to accommodate such other work. The Consultant shall not commit or permit any act that interferes with the performance of such work by other Consultants.
4. **OWNERSHIP OF WORK:** The originals of all documents provided to the Consultant by CWSD for review and all work product of the Consultant including, without limitation, field review notes, field survey notes, reports, exhibits, computer outputs, calculation sheets, drawings, and all other documents, including recordings, videos and pictures associated herewith are instruments of service, are property of CWSD, and are to be delivered in format requested to CWSD before or as a part of completion of the performance under any phase of the Contract for which compensation and/or payment is requested by the Consultant. Any work produced under the Contract is a work made for hire. Each discovery, idea, invention, or other work product developed by the Consultant pursuant to this Agreement (collectively 'Work Product') shall belong to CWSD. To the extent applicable law provides that any Work Product belongs to the Consultant rather than CWSD notwithstanding the preceding sentence, the Consultant assigns to CWSD all rights, title, and interest in and to such Work Product for no consideration other than that which is given in connection with this Agreement. The Consultant must promptly (1) provide CWSD with all information in the possession or under the control of the Consultant and relating to all Work Product and (2) at the request of CWSD, execute and deliver to CWSD each document and other writing, and take each other action, in order to assist CWSD in protecting its interest in any Work Product and otherwise enabling CWSD to use and enjoy any Work Product.
5. **KEY PERSONNEL:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Consultant must agree to assign specific individuals to the key positions.

The Consultant agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without express written consent of CWSD.

If key personnel are not available for work under the Contract as initially proposed or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify CWSD,

and shall, subject to the acceptance of CWSD, replace such personnel with personnel of substantially equal ability and qualifications.

Failure to comply with this requirement may be grounds for termination.

6. **CONTRACT TERM:** The list of eligible consultants will be good for five years from the date approved by CWSD Board.

STANDARD TERMS AND CONDITIONS

1. **TERMINATION FROM LIST:** CWSD at its convenience, by written notice, may terminate the consultant list in whole or in part.
2. **INDEPENDENT CONSULTANT:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
3. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of CWSD. CWSD reserves the right to obtain like goods or services from another source when necessary.
4. **AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.