



CARSON WATER SUBCONSERVANCY DISTRICT

NOTICE OF REQUEST FOR PROPOSALS (RFP)

Finalize Ruhenstroth Area Drainage Master Plan (ADMP) Phase 2 In Douglas County, NV

RFP DUE DATE: February 8, 2021

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

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

INTRODUCTION/GENERAL

Notice is hereby given that the Carson Water Subconservancy District, hereinafter referred to as "CWSD" is seeking contractor to complete the Ruhenstroth ADMP Phase 2 in Douglas County, NV.

CWSD invites interested firms to submit written Statements of Qualifications (RFP) relating to this solicitation. A Screening Committee will evaluate firms' qualifications and experience with similar projects. The firm determined to be best qualified will then be invited to enter negotiations with CWSD for fixed fee.

A complete copy of this Notice 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 Notice. Written questions regarding this Notice must be received by CWSD no later than **5:00 PM on January 25, 2021**. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the Notice. 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: January 8, 2021

This contract will be considered a “not to exceed – lump sum contract.” The work performed in this contract is intended primarily to be through development and completion of individual work assignments, tasks, and specified deliverables. The selected consultant will work with the Carson Water Subconservancy District and representatives from Douglas County to develop a detailed technical and business proposal prior to entering a professional services contract.

A preliminary project description is provided in Exhibit A.

CONSULTANT SELECTION PROCESS

CWSD and county representatives may select the consulting firm based solely on the RFP or the top firms may be asked to present their qualifications to the selection committee.

INSTRUCTIONS TO CONSULTANTS

1. SUBMITTAL FORMAT: Please provide one electronic copy by email (edjames@cwdsd.org) or on a flash drive. CWSD will not provide any reimbursement for the cost of developing or presenting proposals in response to this Notice. 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 Notice package.
- b. It is the responsibility of all offerors to examine the entire Notice package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

3. SUSPENSION OR DEBARMENT CERTIFICATION: In accordance with Code of 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 project; by signing 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.

4. INQUIRIES: Any question related to this Notice 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.

5. 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.

6. 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 RFPs, or portions thereof; or
- (3) reissue the Notice.

7. LATE SUBMITTALS: Late submittals shall not be considered.

8. PREPARATION OF SUBMITTAL:

A. EVALUATION REQUIREMENTS:

A qualified committee will evaluate the RFP's submitted in accordance with the Consultant Questionnaire.

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:

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:

The cover letter expresses interest in project. The cover letter shall also identify a single individual as point of contact for any future correspondence. (Suggested 2 page maximum)

2. CONSULTANT QUESTIONNAIRE:

It is preferred that the answers to the Consultant Questionnaire be limited to ten (10) pages including graphs, charts, schedules, and any other associated material, excluding resumes and section dividers.

CONSULTANT QUESTIONNAIRE

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

The consultant will be selected through a qualifications-based selection process. Firms interested in this project must submit a proposal that addresses the following issues:

1. Firm's Experience on Similar Projects (25%)

- A. Identify at least two comparable projects within the last five years in which the project team has completed of this type or comparable projects (Simple floodplain mapping is not considered comparable). For each comparable project identified, provide the following information:
 1. Description of project, including similarities with respect to the technical analysis and the public and stakeholder involvement aspects for this project.
 2. Role of the firm (as a Prime or Sub-consultant)
 3. Project's original contracted cost & time and final project cost & time with explanation for any variances.
 4. Firm's partnering efforts and successes
 5. Include an executive summary from one of the previously completed area drainage master plans. The executive summary shall not count toward the total page count.

2. Personnel Availability & Experience (25%)

- A. For each key person identified to work on this study, list at least two comparable projects in which they have played a primary role in the studies. Please provide the following information:
 1. Description of project
 2. Key individual's role on the project
 3. Project's original contracted cost & time and final project cost & time with explanation for any variances
 4. Project Owner reference information (two names with telephone numbers per project)
- B. List the current availability of key prime firm personnel for the proposed project time frame and their length of time with the firm.
 1. Provide a project organizational chart showing key prime firm personnel and all sub-consultants.
 2. Resumes for key personnel may be attached in accordance with the submittal requirements.
 3. For the prime consultant Project Manager, describe your experience in addressing complex stakeholder issues, such as how or if conflicting goals or objectives were resolved, as well as any experience presenting potential contentious issues to the public.

3. Project Understanding and Approach (25%)

- A. Discuss the major issues your team has identified on this project and how you intend to address those issues.
- B. Describe your team's project management approach and team organization for planning, managing, scheduling, budgeting, and quality control for this project.

4. MAPPING INFORMATION PLATFORM – 25%:

In addition to tracking Schedule Performance Index (SPI) and Cost Performance Index (CPI), the Mapping Information Platform is becoming an integral part of data submission. FEMA is requiring more extensive requirements for uploading data to the Mapping Information Platform (MIP). CWSD will work with contractor to create tasks for and a baseline for Earned Values.

- A. Describe firm's past performance to maintain a Schedule Performance Index (SPI) and Cost Performance Index (CPI) between 0.92 and 1.08. Describe reason/s for schedule or cost variances.
- B. Please provide a brief write up of your firm's experience uploading data to the MIP related to FEMA flood risk and hazard mitigation projects.
- C. Please provide the contact information of your firm's MIP specialist. Working in the MIP requires submitting a Risk Analysis Management System Access Request (RAMSAR). Has this individual submitted a signed a RAMSAR form and submitted Cybersecurity Certificate? If so, please provide in appendix.

The selection of the most qualified project teams may be based wholly on an evaluation of the submitted RFP. Consultant costs are not to be included with the RFP and will not be a factor in the evaluation of the RFP.

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 INSURED:** 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.

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

- 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.
2. **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. 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.
3. **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.

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EDWIN JAMES, GENERAL MANAGER
E-MAIL: edjames@cwsd.org

STANDARD TERMS AND CONDITIONS

- 1. 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.
- 2. 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.
- 3. 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.

Exhibit A

Ruhenstroth Area Drainage Master Plan Phase 2

Scope of Work:

Background:

The following is a Scope of Work (SOW) for the **Ruhenstroth Area Drainage Master Plan Phase 2** (ADMP). The Ruhenstroth ADMP watershed area is 18 square miles and is located on the western slopes of the Pine Nut Mountains, approximately 16 miles south of Carson City (Figure 1). The study area is located entirely within Douglas County about 6 miles southeast of the Minden-Gardnerville area. The primary focus area of the RADMP is the lower watershed area downstream of the mountains, also shown on Figure 1. There are many individual watercourses that impact the study area, all of which originate from the Pine Nut Mountain range. The Ruhenstroth Area Drainage Master Plan Phase 1 study was recently completed by JE Fuller/Hydrology & Geomorphology, Inc. The Phase 1 report is available through this link:

http://www.cwsd.org/wp-content/uploads/2021/01/Ruhenstroth_ADMP_Phase1_TSDN_FINAL.pdf

The complete data set is too large to include in this Scope of Work; however, all the data will be made available to the selected consultant.

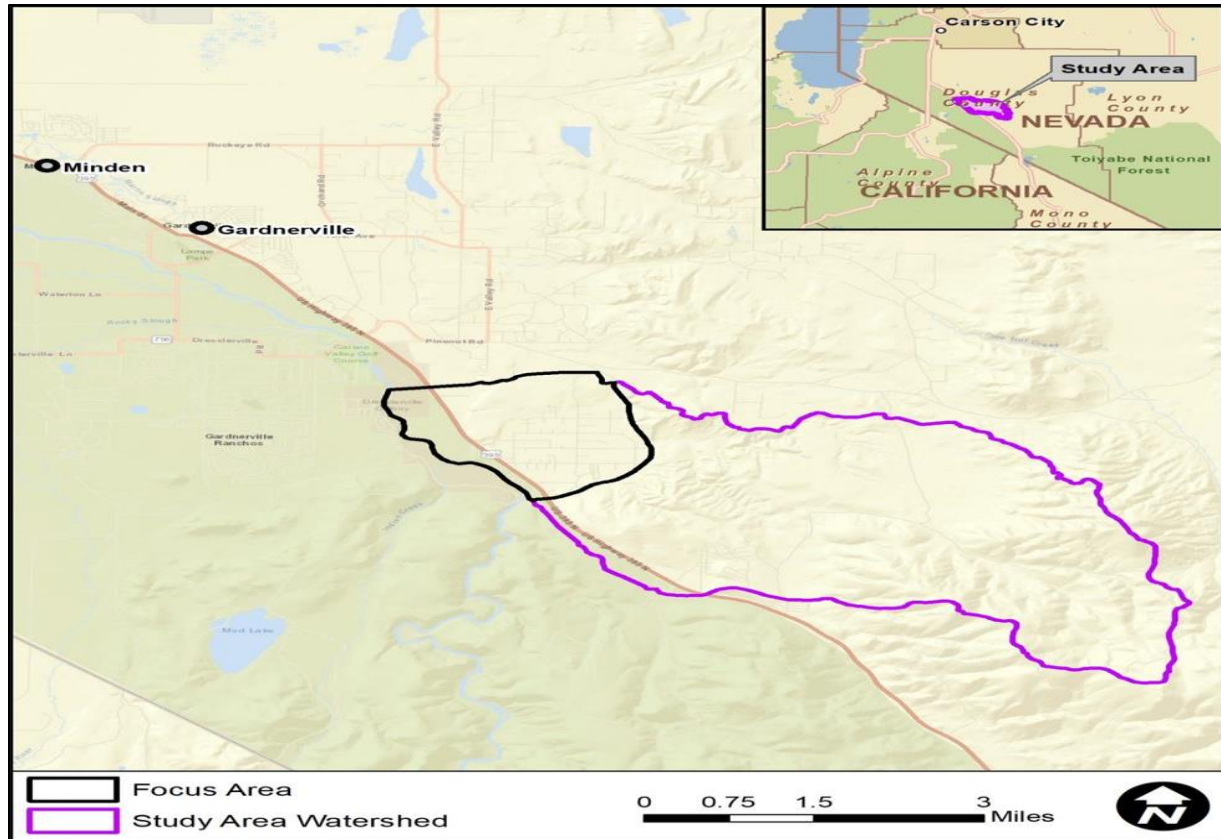


Figure 1 Project study area

Objectives:

The objective of the project is to identify and quantify the flood hazard risk within the Ruhenstroth community and develop flood risk mitigation alternatives. Phase 2 will utilize data that has been developed in Phase 1 by JE Fuller.

Scope:

FLOOD RISK PRODUCTS DATA CAPTURE

- **25-Year Flood Mitigation Alternative.** The Consultant Team will develop a series of alternatives for areas (up to 6) with significant flood and sedimentation risk. This Task will include a priority list of projects to reduce flood risk.
- **100-Year Flood Mitigation Alternative.** The Consultant Team will develop a series of alternatives for areas (up to 6) with significant flood and sedimentation risk. This Task will include a priority list of projects to reduce flood risk.
- **Phasing Assessment Alternative.** The Consultant will assess the results from the tasks above and develop a recommended phasing plan for the alternatives. Up to three additional 2D models may be created to aid in developing the recommended phasing plan.
- **Off-Site 15% Design Plans.** The Consultant will prepare 15% preliminary engineering drawings for alternatives concepts developed based on the results for the tasks above.

- **Life Cycle Cost Estimates.** The Consultant will prepare life cycle cost estimates for the facilities to account for annual maintenance and future replacement costs of the proposed facilities, based upon the 15% design plans. The Consultant will provide these for all conceptual designs.
- **Final Report.** A FINAL technical report will be submitted. The FINAL report will be comprised of all previously submitted and approved DRAFT chapters and digital data.
- **Executive Summary.** A separate Executive Summary report will be submitted.

PUBLIC EVENTS

Informational Public Meeting. The Consultant will prepare for and implement a public meeting designed to educate the public regarding the Ruhenstroth ADMP. The Consultant will lead the public meeting by presenting project information and results. The meeting will be held in Douglas County (if possible) near the conclusion of the study. Online meetings may be necessary if in-person meetings are not feasible.

Board Meetings. The Consultant Team will give two presentation at the end of the study. One to Carson Water Subconservancy District Board and another to Douglas County Board of Commissioners.

Upon completion of the project the consultant will assist with the uploading of the data to the FEMA Mapping Information Platform (MIP) format.

SECTION 2 – TECHNICAL AND ADMINISTRATIVE SUPPORT DATA SUBMITTAL

CWSD, in conjunction with the Project Team members and FEMA representatives, shall comply with the data submittal requirements summarized below and in appropriate guidance.

All supporting documentation for the activities in this MAS shall be submitted according to FEMA standards and requirements and will include a FEDD folder. Submittals must be made to the appropriate PTS for a review of required materials. CWSD will respond to requests from FEMA or its contractors for additional information and ensure that all required documents are included in the TSDN.

If any issues arise that could affect the completion of an activity within the proposed scope or budget, CWSD shall complete and submit to FEMA a Special Problem Report (SPR) as soon as possible after the issue is identified. The SPR describes the issue and proposes possible resolutions. For additional information on SPRs, consult the FEMA Regional Office.

Information supporting FEMA standards and requirements regarding the TSDN and FEDD file may be found in the “Technical Reference: Data Capture” document and other associated guidance documents.

Table 2.1: TSDN Section Mapping Activities

Mapping Activities	TSDN Section												
	General Documentation	Amendments	Telephone Conversation	Meeting Minutes/ Reports	General Correspondence	Hydrologic Analyses	Engineering Analyses	Hydraulic Analyses	Key to Cross-Section Labeling	Key to Transect Labeling	Draft FIS Report	Mapping Information	Miscellaneous Reference
Perform Field Survey		X		X	X	X		X	X				X
Develop Topographic Data		X		X	X							X	X
Acquire Base Map		X		X	X	X		X	X			X	X
Develop Hydrology/		X		X	X	X	X	X	X				X
Develop Hydraulic Data		X		X	X	X	X	X	X				X
Perform Flood-plain Mapping (and Re-delineation)		X		X	X	X		X	X			X	X
Develop Flood Risk Products		X		X	X							X	X

SECTION 5 – STANDARDS

CWSD and contractors hired under MAS #11 will be responsible for complying with all related Procedure Memorandums and Operating Guidance published by FEMA as of the date of this agreement. CWSD will also coordinate with the Region IX office to determine if any additional standards should be met. CWSD will also review and consider the best practices provided in FEMA's Operating Guidance documents at <http://www.fema.gov/guidance-cooperating-technical-partners-program/operating-guidance-documents>. All work products will comply with FEMA G&S and PMs.

The standards relevant to this MAS are presented in FEMA Policy 204-078-1 Standards for Flood Risk Analysis and Mapping, Revision 8, dated February 2019, located at <http://www.fema.gov/media-library/assets/documents/35313>.

To facilitate the use of standards and related documents, users can access the FEMA *Guidelines and Standards Master Index* located here: www.fema.gov/media-library/assets/documents/94095. This index provides a cross-reference of documentation available for Flood Risk Projects, Letters of Map Change and related Risk MAP activities. The cross-referenced relationships are organized and accessible through linkages for standards, guidance, technical references and templates. The master index is updated in coordination with the FEMA Policy Memo noted above.