



CARSON WATER SUBCONSERVANCY DISTRICT

NOTICE OF REQUEST FOR PROPOSALS

DEVELOP LETTER OF MAP REVISION FOR CLEAR CREEK IN DOUGLAS COUNTY AND CARSON CITY, NV

RFP DUE DATE: February 8, 2021 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

INTRODUCTION/GENERAL

Notice is hereby given that the Carson Water Subconservancy District, hereinafter referred to as “CWSD” is seeking contractor to update Clear Creek/Prison Hill Watershed FIRM maps by creating a Letter of Map Revision (LOMR).

CWSD invites interested firms to submit written Request For Proposals (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 into 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 and Carson City to develop a detailed technical and business proposal prior to entering into 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@cwsd.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.

1. **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** expressing 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.

1. **FIRM DESCRIPTION / EXPERIENCE AND QUALIFICATIONS OF TEAM - 25%**

- A. Provide a general description of the company and/or team that is proposing to provide services, including all sub-consultants.
- B. Provide an organizational chart showing key personnel who will be working on the project.
- C. 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. Include resumes in appendix.
- D. Team experience working on other Cooperating Technical Partners (CTP) FEMA projects.
- E. Percentage of time that each person will be committed to the project.
- F. Unique qualifications of key members.
- G. Qualifications and relevant individual experience.

2. FIRM EXPERIENCE ON SIMILAR PROJECTS IN WESTER NEVADA - 25%:

Please include experience with FEMA and national flood standards:

- A. Provide a list of projects on which the project team has had to revise an effective FIRM either by LOMA, LOMR, PMR. For each reference project, please provide the following information:
 - 1. Description of the project, including project name and location
 - 2. Project owner and/or client information
 - 3. Role of the firm, including a description of the services provided
 - 4. Role of each key team member who worked on the reference project and the percentage of time spent by each key team member on said project
 - 5. Approximate dates services were provided
 - 6. Reference information - two (2) contacts including current telephone numbers per project.

3. 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.

4. PROJECT TEAM WORKLOAD - 10%

List current workload of project team and indicate ability to start immediately and complete project within specified timeline:

- A. Provide a table/list that summarizes the current major assignments of all key team members, percentage of time committed to each assignment, anticipated end date of major assignments, and percentage of time to be committed to this project. Also include a statement as to when the team would be available to start work on this project

5. QUALITY ASSURANCE / QUALITY CONTROL PLAN - 15%:

- A. Discussion of internal QA/ QC process to guarantee final product will meet FEMA's specifications.

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 PROPOSALS

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.

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.

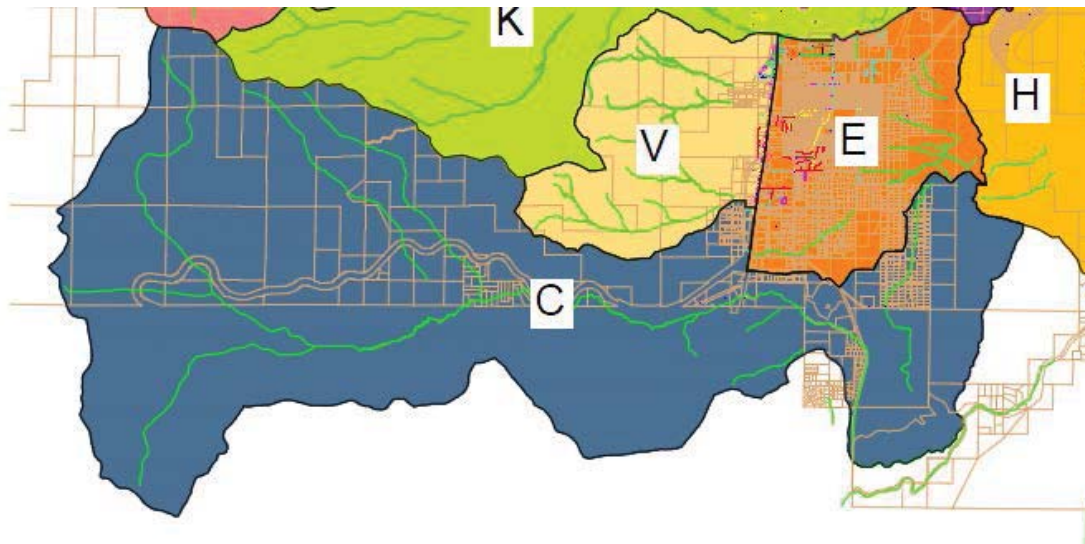
Exhibit A

Scope of Work for Clear Creek LOMR

Background:

The goal of the Floodplain Remapping Project is to restudy the Clear Creek floodplain. Carson City and Douglas County are requesting this project on Clear Creek and a portion of Prison Hill watersheds (see Figure 1) to determine base flood elevation and more precise floodplain limits for the area. This drainage area consists of approximately 14,821 acres and is in the southern portion of the City and northern Douglas County. Hydrology and mapping of the flood hazard from this tributary was completed in the mid-1980's with topographic data gathered in the mid-1970's. Over the years there have been changes in the drainage and LOMR applications were approved by FEMA. The largest change in the watershed between 1980 and 2020 has been areas in the lower watershed developments of commercial and residential projects. There are about 75 structures at risk within the SFHA. The current 1% annual chance flood flow for Clear Creek and Prison Hill is 2,450 cfs and 621 cfs, respectively. In 2017, LIDAR was flown covering the Clear Creek basin. It is anticipated that some additional surveying will be needed. The estimated stream miles will need to be restudied and remapped is approximately 14 miles and a total area of approximately 14,821 acres.

Figure 1. Clear Creek & a portion of Prison Hill (in blue)



Objective:

The object of this project is to perform a LOMR for Clear Creek basin.

Scope:

The project will include:

Survey Data Capture

The consultant will use the existing LiDAR data that was collected by USGS in 2017. The consultant may need to collect additional survey data.

Develop Topographic Data Capture

The consultant will use existing LiDAR data collected by the USGS in 2017 and develop the topographic data.

Develop Hydrologic Data

The consultant will prepare new hydrology for this area. The methodology will be agreed upon as part of the scoping meeting with the consultant.

Develop Hydraulic Data

The hydraulics analysis will include establishing and reviewing regulatory floodways and flood elevations for the 10%, 4%, 2%, 1%, "1% plus" and 0.2% annual chance events based on flood discharge rates computed under Develop Hydrologic Data. The hydraulic methods used for this analysis may include base level and/or enhanced level hydraulic modeling but will include mapped AE zones. The base level will use an automated hydraulic model and use the best available elevation data to model the 10%, 4%, 2%, 1%, "1% plus" and 0.2% annual chance events. It may not include field surveys, floodways, or mapped Base Flood Elevations (BFEs) but will include mapped A or AE zones. The enhanced level may include field surveys, floodways, and the 10%, 4%, 2%, 1%, 1% plus and 0.2% annual chance events.

Perform Floodplain Mapping

The consultant hired will delineate the 1% and 0.2% annual chance floodplain boundaries and the regulatory floodway boundaries (if required) and any other applicable elements for the flooding sources for which hydrologic and enhanced hydraulic were performed.

Additional Information from the Mapping Activity Statement:

The LOMR must meet the various FEMA procedures and protocols. More details can be found in the MAS 11, (see attachment).

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.