

CARSON WATER SUBCONSERVANCY DISTRICT
777 E. William St., #209
Carson City, NV 89701
PH: (775) 887-7450 / FAX: (775) 887-7457

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



CARSON WATER SUBCONSERVANCY DISTRICT

NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)

Carson River Watershed 30-Year Regional Drought and Water Sustainability Plan

RFQ DUE DATE: January 13, 2023 by 4:00 pm

SUBMITTAL LOCATION: Carson Water Subconservancy District
777 E. William St., Suite 209
Carson City NV 89701
edjames@cwsd.org

DIRECT QUESTIONS 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 develop a 30-year regional drought and water sustainability plan for the Carson River Watershed.

CWSD invites interested firms to submit written proposals relating to this solicitation. A Planning Team 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 to develop a business plan and not-to-exceed costs.

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

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content of the specific submittals will remain confidential until a contract is finalized or all submittals are rejected.

ISSUE DATE: November 30, 2022

The selected consulting firm will entire into a “not to exceed – contract.” The selected consultant will work with the Carson Water Subconservancy District and Planning Team to develop a detailed technical and business proposal prior to entering a professional services contract.

A preliminary scope of work is provided in Exhibit A.

CONSULTANT SELECTION PROCESS

CWSD and Planning Team may select the consulting firm based solely on the submitted RFQ 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 on a flash drive and one hard copy. 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. Official questions regarding this Notice must be submitted in writing to CWSD no later than 5:00 PM on December 16, 2022. Questions may then be responded by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the Notice

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 RFQs, 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 RFQ'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 1 page maximum)

2. CONSULTANT QUESTIONNAIRE:

It is preferred that the answers to the Consultant Questionnaire be limited to twelve (12) pages including graphs, charts, schedules, and any other associated material. Resumes, Section Dividers, and Cover Letter are excluded in the twelve-page count.

CONSULTANT QUESTIONNAIRE

Firms will be screened based on evaluation of the Consultant Questionnaire using the following criteria.

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 (20 points)

- A. Identify at least two comparable projects within the last eight years in which the project team has completed of this type or comparable projects (comparable projects will include Water Master Plans, regional water supply plans, and water resource plans). For each comparable project identified, provide the following information:
1. Description of project, including similarities with respect to the technical analysis and stakeholder involvement.
 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

2. Personnel Availability & Experience (10 points)

- 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.

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3. Project Understanding and Approach (20 points)

- A. Discuss the significant issues your team has identified on this project and how you intend to address those issues.

4. Knowledge regarding the Alpine Decree and Nevada Water Law (20 points)

- A. Discuss your teams knowledge and working with the Alpine Decree and Nevada Water Law.

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

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 \$2,000,000 aggregate	\$1,000,000 each occurrence
Automobile Liability Insurance	\$300,000 combined single limit to include any vehicle
Professional Liability \$2,000,000 aggregate	\$1,000,000 each occurrence

B. INSURANCE CONDITIONS

- i. **GENERAL CONDITIONS:** The Contractor agrees to, at its own expense, purchase and always maintain 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/policies 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

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require the subcontractor to provide Workers' Compensation insurance for all 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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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.



Carson River Watershed Regional Drought and Water Sustainability Plan GENERAL SCOPE OF WORK

EXHIBIT A

1. **GENERAL DESCRIPTION**

This scope of work (SOW) is to provide a general overview of services being requested for the Carson River Watershed Regional Drought and Water Sustainability Plan (Plan). The selected professional engineering firm agrees to provide services to accomplish the work under the direction of a Registered Engineer within the State of Nevada in the appropriate discipline.

The selected firm will enter into a “not to exceed” contract. A general overview of the work to be performed is listed below. The selected consultant will work with the Planning Team to develop a more detailed business plan prior to entering a professional services contract.

1.1 **Project Purpose**

The goal of a Carson River Watershed Regional Drought and Water Sustainability Plan is to develop a 30-year regional water plan for the entire Carson River Watershed to meet the future water demands while addressing the water conflicts on the Carson River. The plan will include the current water demands and supplies from 13 major water purveyors in the Carson River Watershed and evaluate future water demands and sources for the next 30-year period. CWSD and the consultant will meet with all the water purveyors to gather each current and future water demands. The consultant will also gather and review each major water purveyor’s water master plan. The consultant will incorporate the USGS model results for the middle and upper Carson River to analyze any current and future surface and groundwater impacts. The study will also look at how droughts will impact the water supply picture. The consultant will use the results of the model runs to develop a 30-year drought and sustainability plan. The evaluation will include identifying any water shortage or facilities restrictions. Once the regional water plan has been developed the consultant will evaluate how climate change may impact the proposed plan. The consultant will use the USGS climate change scenarios developed for the Carson River Watershed. Included in the report will be an evaluation of possible impacts of flows into Lahontan Reservoir and the upstream agricultural community. The consultant will also compile the data for each county that it can be used for the development of their water resource plan as required by the State.

1.2 **Study Area**

The study area will cover the entire Carson River Watershed in Alpine County, California; Douglas, Lyon, Storey, Churchill, and Carson City Counties in Nevada, as shown in Figure 1.

Exhibit A: General Scope of Work for Carson River Watershed Regional Drought and Water Sustainability Plan

Figure 1: Carson River Watershed

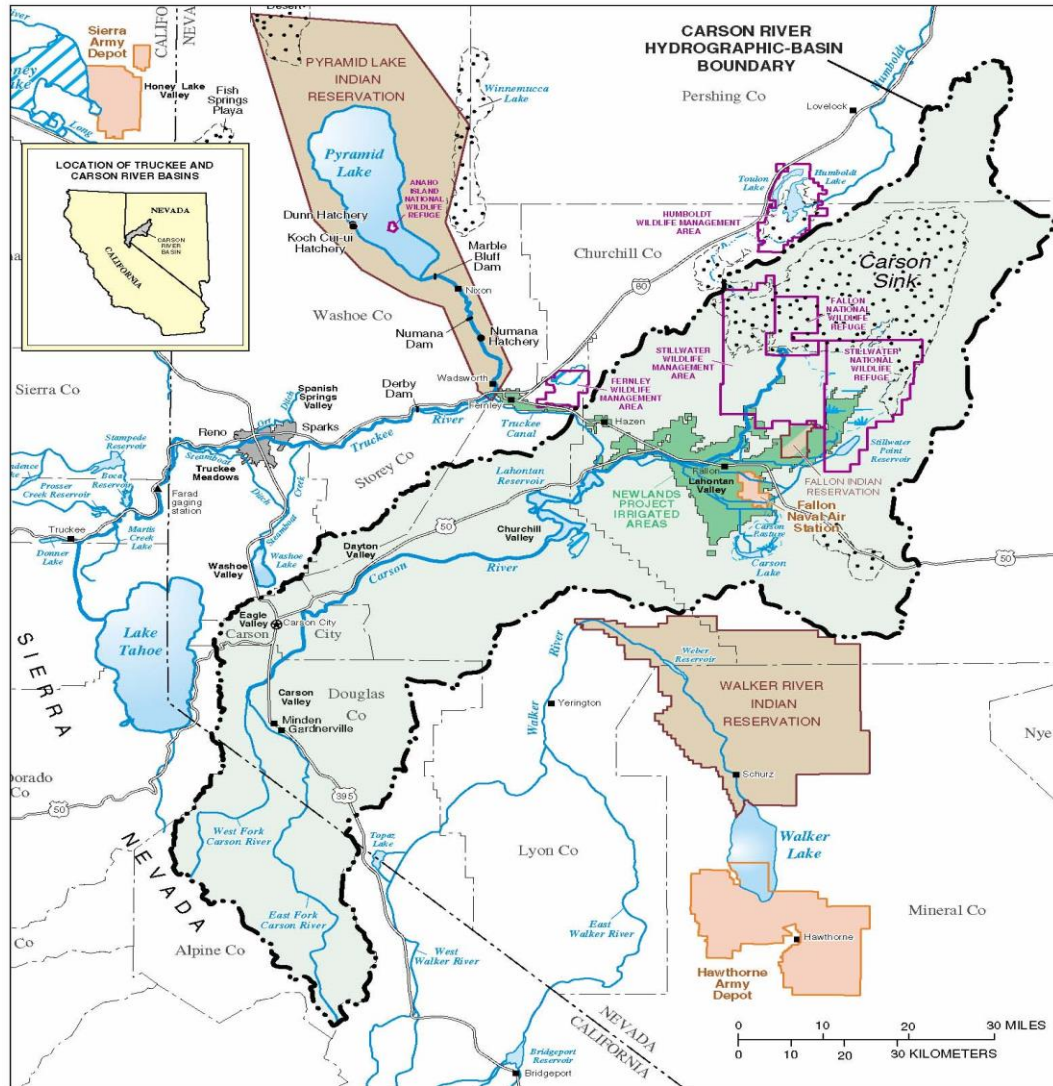


Figure1. USGS hydrologic features map of the Carson River watershed and surroundings.

2. PROJECT SERVICES AND TASKS

Once an engineering firm has been selected, a detailed Business Plan shall be prepared by the consultant in consultation with CWSD. It is anticipated that the Business Plan will include the following:

2.1 Project Management and Administration

2.1.1 - Develop and update monthly project progress reports.

2.1.2 –Submit monthly invoices.

2.2 Communication and Outreach

2.2.1 – Participate in meetings with water purveyors (also known as the Planning Team), regulators (Federal Water Master and State Engineer), agricultural water users, and the Carson River Coalition (CRC) Stakeholders. CWSD will set up the meetings. It is anticipated that there will be four to six Planning Team meetings and two CRC Stakeholders meetings. At the end of the project the consultant will present the findings to the CWSD Board.

2.3 Gather and Analyze Water Resources Supplies and Demands for all Water Purveyors.

2.3.1 – CWSD and the consultant will meet with the major water purveyors to gather their current and future water supplies and demands. The consultant will analyze the data from the water purveyors. The analysis will include:

- Reviewing existing and future water sources and locations for each water purveyor.
- Reviewing existing and future water quality issues and constraints.
- Analyze if the water purveyor has sufficient quality and quantity to satisfy the existing and future demands.
- Analyze existing and future sustainable water supplies throughout the watershed.
- The consultant will identify community's risks caused by droughts.
- The analysis must ensure that any water supply sources or water plan is consistent with the Alpine Decree and Nevada Water Law.

2.4 Develop a Drought and Water Sustainability Plan

2.4.1 – The consultant will utilize the USGS model results and develop a water resource plan for Carson River Watershed. The analysis will evaluate if future pumping impacts surface flows and downstream users. CWSD and the consultant will meet with the Planning Team and stakeholders to get their input on the plan. The consultant will prepare a Regional Drought and Water Sustainability Report. The plan will include:

- Identify possible water shortages and what facilities are needed to meet the future water demands (i.e., interties, conjunctive use, conservation, etc.).
- Identify possible surface and groundwater impacts.
- Identify possible water quality constraints.
- If a community water demand exceeds water supply, the consultant will identify potential water shortages and what infrastructure is needed to meet the demands.
- Analyze how climate change climate change and droughts will impact the water resources for agricultural water users and downstream water users.
- Prepare a 30-year regional drought and water sustainability report.

Exhibit A: General Scope of Work for Carson River Watershed Regional Drought and Water Sustainability Plan

3. Project Schedule

Since the analyses on stream flow and groundwater levels will depend on model outputs provided by the USGS, the time schedule will be spread out over a two- and half-year period.

4. Additional Information

4.1 The following is additional information related to this RFQ:

- [*2013 Regional Comprehensive Water System Plan*](#)
- [*Water for the Seasons Report*](#)
- [*Carson River Water Marketing Report*](#)