



# CARSON WATER SUBCONSERVANCY DISTRICT

## NOTICE OF REQUEST FOR QUALIFICATIONS (RFQ)

### North Dayton Valley Storm Drain and Basin Scoping Project In Storey County And Lyon County, NV

**RFQ DUE DATE:** 4 pm, September 13, 2024

**SUBMITTAL LOCATION:** Carson Water Subconservancy District  
777 E. William St., Suite 209  
Carson City NV 89701  
[edjames@cwsd.org](mailto:edjames@cwsd.org)

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

### INTRODUCTION/GENERAL

Notice is hereby given that the Carson Water Subconservancy District, hereinafter referred to as "CWSD" is seeking a contractor to conduct the North Dayton Valley Storm Drain and Basin Scoping Project.

CWSD invites interested firms to submit written proposals 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 to develop a business plan and a 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 content of the specific submittals will remain confidential until a contract is finalized,

or all submittals are rejected.

ISSUE DATE: August 9, 2024

This contract will be considered a “not to exceed – 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 Storey and Lyon Counties 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 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 August 26, 2024**. Questions may then be responded to 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 the project. The cover letter shall also identify a single individual as a 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 points)**

- 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. 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 (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 (name with telephone number)
- 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. Resume's 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.
  4. Is your firm working on similar projects in the Northern Nevada area? If so, please list.

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777 E. William St., #209

Carson City, NV 89701

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**REQUEST FOR PROPOSALS**

EDWIN JAMES, GENERAL MANAGER

E-MAIL: edjames@cwsd.org

**3. Project Understanding and Approach (15 points)**

- A. Discuss the major issues your team has identified regarding 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.

**Tentative Time Schedule:**

RFQ due September 13, 2024

Consultant selected by October 4, 2024

Time schedule, business plan, and costs developed by October 24, 2024

Contract signed in November 2024

Project completed by October 1, 2026.

## 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 the award, 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.

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- v. **SUBCONTRACTORS:** In the event any of the Work is subcontracted, the Contractor shall 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 provide 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. 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, 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 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.