

REQUEST FOR QUALIFICATIONS
TRFMP10-07-01

FROM

ARCHITECTUAL AND ENGINEERING FIRMS

FOR

THE TRUCKEE RIVER FLOOD MANAGEMENT PROJECT

TO PROVIDE

STRUCTURAL INSPECTION, COST ESTIMATION, AND CIVIL
ENGINEERING SERVICES TO SUPPORT THE HOME ELEVATION
PROGRAM



**SEALED QUALIFICATIONS MUST BE RECEIVED AT THE OFFICE OF THE TRUCKEE RIVER
FLOOD MANAGEMENT PROJECT, 9390 GATEWAY DR, SUITE 230, RENO, NEVADA 89521,
BY 5 P.M., P.D.T., ON FRIDAY, JULY 9, 2010.**

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INTENT

It is the intent of this Request for Qualifications (RFQ) to:

- Establish the specifications, terms, and conditions governing the selection of architectural and/or engineering firm(s) to provide STRUCTURAL INSPECTION, COST ESTIMATION (which will include some preliminary design), AND CIVIL ENGINEERING SERVICES in order to support the Truckee River Flood Management Project's new Home Elevation Program in Washoe County, Nevada, and
- Solicit sufficient and verifiable information from prospective providers of the above noted services to establish a list of pre-qualified architectural and/or engineering firms for certain future projects.

The placement of a firm on the pre-qualified list is a decision to be made by the Truckee River Flood Management Project (TRFMP) at its sole discretion and is not a promise or offer of employment by the TRFMP. The TRFMP reserves the right to make decisions on the hiring of professionals for the various projects contemplated by this RFQ in the manner that is in the best interest of the TRFMP and the citizens of Washoe County.

SCOPE

The TRFMP is implementing a new "Financial Assistance (Grant) Program" to elevate or relocate homes that are eligible in accordance with Washoe County Ordinance No. 1439 approved May 25, 2010. As part of program implementation, the TRFMP desires to create a list of consultants qualified to provide home elevation/relocation cost estimates, residential structural inspection and associated analyses, and general civil engineering services pertinent to performing home elevation and relocation construction with On-Call or IDIQ type contracts. Specific work will be negotiated with each consultant as the need arises through separate project task orders. Each task order will be negotiated individually for cost and schedule based on the scope provided by the TRFMP staff. Other services may be requested by TRFMP to support the Home Elevation Program as well. Work may include developing estimates of utility main extensions or connections to municipal systems or other items as noted in the desired disciplines above.

To avoid potential conflicts of interest, firms providing structural inspection and cost estimation services on a specific structure for the TRFMP will be precluded from performing any other work on the same structure. However, such firms MAY perform work for any OTHER homes in the program.

Selected professionals shall perform assigned tasks which will meet all of the needs of TRFMP in a cost effective manner. The response to the RFQ should provide information relative to the firm's ability to perform the following specific **Areas of Service**:

1. Structural inspection of residential buildings.
2. Assessment of the structural integrity of the structure through a combination of inspection and analysis, and recommendation of suitability for elevation or relocation.
3. Recommendation for invasive testing when appropriate.
4. Conceptualizing the appropriate level of design for cost estimation purposes necessary for elevation or relocation of specific residential structures.
5. Conceptualizing the appropriate level of design for cost estimation purposes necessary for wet utility extensions and making connections to municipal systems.
6. Estimation of regional building costs for similar types of facilities.

7. Estimation of building contingency.
8. Estimation of agency and utility permit fees.
9. Estimation of design fees.
10. Surveying finish floor elevations.

The precise scope of effort for any future projects associated with the home elevation or relocation program will be determined during the specific project task order negotiation between the Consultant and the TRFMP. The final scope of any project will be limited to the project budget established by the TRFMP.

Since the details of the Home Elevation program are lengthy, they are not included in this RFQ. Rather, interested parties must attend a “Pre-proposal Program Description Conference” meeting at the date indicated in this RFQ to become acquainted with the specific details of the assistance program and specific nature of the expected work.

In listing the needs to be met, it is understood that this project must comply with all local, state and federal requirements.

The list of firms is expected to be in effect throughout the duration of the Home Elevation Program and may be expanded by TRFMP from time-to-time. However, TRFMP may establish an entirely new list through a new RFQ at some point in the program.

BASIS OF AWARD

The review of interested firms’ Statements of Qualification will be based on the criteria and guidelines generally described in the Public Works Consultant Selection Policy. Copies of the Policy are available upon request at the TRFMP office and are posted on the TRFMP website (www.truckee-flood.us).

Evaluations of submittals will be based on demonstrated competence in the required areas of service (discussed in the previous section), as well as the best interests of the TRFMP as determined by the consultant selection committee; however, pursuant to NRS 625.530, the selection of a firm that provides professional services shall not be made on the basis of competitive fees. Firms which, in the opinion of the selection committee, best meet the evaluation criteria will be placed on a list of pre-qualified firms. The TRFMP will enter into “On-Call” contracts with each firm placed on the list. This will not be a ranked list and future work may be requested of any or all of the listed firms in any order or not at all.

Work to be performed through the “On-call” contracts will be negotiated through the use of individual task orders. TRFMP staff will select a firm from the list for each task order. The selection will be based on the specific needs of the project and the firm whose qualifications best meet those needs. The TRFMP may terminate negotiations and negotiate with another firm on the list if an agreement upon a fair and reasonable fee cannot be reached.

The TRFMP reserves the right to reject any and all qualifications, to postpone the project start date for its own convenience, to make an award in its own best interest, and/or to waive any informalities or technicalities.

The TRFMP encourages the use of subconsultants to meet experience requirements for the areas of service; however the TRFMP maintains the right to approve subconsultant substitutions once the contracts are executed.

CALENDAR OF EVENTS

The following is a schedule of events, which the pre-qualification process is expected to follow.

These dates are approximate.

June 14, 2010	Release RFQ
June 25, 2010	Mandatory Pre-Proposal Project Description Workshop from 9:00 to 11:00 a.m. at the Water Resources Community Conference Room, 4930 Energy Way, Reno, NV 89502 (Not mandatory for sub-contractors, but they are encouraged to attend)
July 9, 2010	Statements of Qualifications (SOQ's) due at the Truckee River Flood Management Project offices
July 16, 2010	Notification of Interview via email
July 23, 2010	Date for team interviews at the TRFMP offices (if needed).

Qualifications must be received no later than 5:00 P.M., Friday, July 9, 2010, at the Truckee River Flood Management Project, 9390 Gateway Drive, Suite 230, Reno, NV. 89521.

The TRFMP reserves the right to select consultants directly from the Statements of Qualifications and cancel the interviews scheduled for July 23, 2010 if appropriate.

CONTACT PERSON

All questions and correspondence shall be directed to the following person:

Eric E. Scheetz, P.E.
Truckee River Flood Management Project
9390 Gateway Drive, Suite 230
Reno, NV. 89521
(775) 850-7454
escheetz@washoecounty.us

If, after the pre-proposal workshop, the above person is not able to answer a question, the answer will be determined and communicated to interested firms and placed on the website (as appropriate).

Interested firms shall **not** contact County officers or selection committee members with questions or suggestions regarding this Request for Qualifications. All questions and correspondence shall be directed to the contact person listed above.

ADDENDA

Any addenda to this Request for Qualifications will be mailed or sent by facsimile or email to all potential firms who have attended the Pre-Proposal Project Description Workshop.

QUALIFICATION FORMAT AND CONTENT

Interested firms represent that they are professionals in the field of providing architectural and engineering services and understand that the TRFMP is not an expert in this field, and that the TRFMP intends to rely upon the advice given to it.

Submit one copy of your firm's statement of qualifications in hard copy and one copy in electronic format (compact disk) using Adobe software (.pdf file). Ensure the disk is labeled with your firm's name and the specific solicitation. The Statement of Qualifications, including all supporting documents, shall be limited to 30 pages.

Section 1 – General information

1. Provide the firm's name, business address, and telephone number. Identify and distinguish between locations and capabilities of corporate offices and/or local offices.
2. Provide a listing and resumes of the principals of the firm, showing their primary work location. Identify an experienced partner as primary point-of-contact and a plan for his/her replacement, if necessary.
3. Describe your firm, including a brief history and number of current employees. Include resumes of all persons who will be available for projects and their roles in its completion, including in-house staff and subconsultants, and identify primary work locations for all staff.
4. Describe your firm's capacity to complete projects on schedule and to retain firm control of costs. Demonstrate ability to predict, estimate, and control project costs and to predict and control time schedules for both design and construction.
5. Describe your firm's experience in:
 - 1) Cost and schedule estimating.
 - 2) Management of project budgets.
 - 3) Use of change orders.
 - 4) Quality control.
6. Demonstrate technical competence and capabilities in computer aided design and drafting, using a system which is compatible with AutoCAD Version 2004. The TRFMP/ the County maintains 'record drawings' on AutoCAD for facility management purposes and the documents for this project must be in a format that is compatible.

Section 2 – Pertinent Experience

Provide detailed information for all Areas of Service as defined in this RFQ, including but not limited to:

- A description of recent projects demonstrating capability with respect to the specific areas of service as described in the scope and basis of award section herein, including brief project descriptions and locations, project dates, references (include contact information), listing of current staff who were responsible for the “day-to-day” activities for the listed projects, and a listing of project managers of the firm who were responsible for the “day-to-day” activities for past projects listed.
- A description designed to demonstrate and document experience in field(s) of expertise within ten years prior to date of RFQ.
- A statement of qualifications and strengths believed to single out your firm as the best firm to accomplish future project(s). Include specific design experience, especially for projects of similar scope and complexity.

INDEMNIFICATION / INSURANCE

Washoe County has established specific indemnification and insurance requirements for contracts/agreements with contractors/consultants to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors/consultants are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit A, 1-4, is attached and included by reference. All conditions and requirements identified in this Attachment shall be completed prior to the commencement of any work under this Agreement.

Please note that these are the minimum requirements applicable to all contracts. Firms should review the requirements issued when the County requests proposals for specific projects.

PROTEST PROCEDURE

In the event an unsuccessful proposer wants to protest the results of selection, WASHOE COUNTY will accept written protests within 15 calendar days of an official WASHOE COUNTY Notification of Results. An original protest **MUST** be in writing and filed by mail at the following:

Washoe County Purchasing Department
ATTN: Mike Sullens, Acting Purchasing and Contracts Administrator
PO Box 11130
Reno, NV 89520

Copies can be submitted via facsimile to 775-328-3696 or via email to msullens@washoecounty.us to meet the deadline, **with the original to follow.**

Protests must include:

1. Information about the protesting firm, including firm name, mailing address, phone number and name of the individual responsible for submission of the protest.
2. Specific and complete statement(s) of Washoe County's action(s) being protested.
3. Specific description of the grounds for the protest.
4. Information about the evidence to substantiate the protest, including but not limited to copies of any documents and at least one sworn affidavit substantiating the fact(s) that support grounds for the protest.
5. Description of the relief or correction action sought by the firm.

The following are the only grounds for protesting the award of an agreement under an RFQ. All protests based upon other criteria will not be considered.

1. Computation error(s) in the scoring were made; or
2. Washoe County failed to follow the procedures established in the RFQ, or applicable State/Federal laws/regulations; or
3. Bias, discrimination or conflict of interest is demonstrated on the part of any member of the evaluation, review or interview committee.

No Stay Pending Final Determination: Agreement negotiations with the selected Consultant/Contractor shall not be stayed during the pendency of any protest. Any agreement with the selected Consultant/Contractor shall be made contingent upon the outcome of any pending protests. Unless otherwise stipulated by the protestor, WASHOE COUNTY has five (5) working days from receipt of a timely protest to investigate or request additional information. Washoe County's final determination will be made within fifteen (15) working days of the receipt of any requested additional information or the end of the investigation period, which ever is later. A subsequent unsuccessful legal challenge by a protesting firm shall require reimbursement to WASHOE COUNTY for reasonable attorney's fees and costs.

Exhibit A

**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION
REQUIREMENTS FOR
CONSULTANT PROFESSIONAL SERVICE AGREEMENTS**

INDEMNIFICATION

CONSULTANT Liability

As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by CONSULTANT'S negligent acts, errors or omissions in the performance of its professional services under the terms of this agreement.

CONSULTANT further agrees to defend COUNTY and assume costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action to the extent arising out of the negligent acts, errors or omissions of CONSULTANT or its Sub-consultant in the performance of their professional services under the Agreement.

General Liability

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of CONSULTANT (or Sub-consultant, if any) while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that CONSULTANT purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and CONSULTANT'S Errors and Omissions Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONSULTANT, its agents, representatives, employees or Sub-consultants. The cost of all such insurance shall be borne by CONSULTANT.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONSULTANT or any Sub-consultant by COUNTY. CONSULTANT agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If CONSULTANT or Sub-consultant is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should CONSULTANT be self-funded for Industrial insurance, CONSULTANT shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

CONSULTANT shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. CONSULTANT Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase CONSULTANT'S insurance levels to meet minimum contract limits shall be borne by the CONSULTANT at no cost to the COUNTY.

CONSULTANT will maintain CONSULTANT liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that CONSULTANT goes out of business during the term of this Agreement or the three (3) year period described above, CONSULTANT shall purchase Extended Reporting Coverage for claims arising out of CONSULTANT'S negligent acts, errors and omissions committed during the term of the CONSULTANT Liability Policy.

Should COUNTY and CONSULTANT agree that higher CONSULTANT Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through CONSULTANT'S insurer or its own source.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

- a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of CONSULTANT, including the insured's general supervision of CONSULTANT; products and completed operations of CONSULTANT; or premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.
- b. CONSULTANT'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.
- d. CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. CONSULTANT'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits below that specified herein except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and insurance carrier. COUNTY reserves the right to require that the CONSULTANT'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. *All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences.* COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUB-CONSULTANTS

CONSULTANT shall include all Sub-consultants as insureds under its policies or furnish separate certificates and endorsements for each Sub-consultant. Sub-consultant shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONSULTANT shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONSULTANT, any Sub-consultant, or anyone employed, directed or supervised by CONSULTANT.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-consultants under it.
3. In addition to any other remedies COUNTY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONSULTANT to stop work under this Agreement and/or withhold any payments which become due CONSULTANT here under until CONSULTANT demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONSULTANT under this Agreement if CONSULTANT is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - c. Terminate the Agreement.