

# NYE COUNTY

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## REQUEST FOR QUALIFICATIONS Environmental Professional Consultant FOR Town of Pahrump

RFQ # 2020-06



John Koenig, CHAIRMAN  
NYE COUNTY BOARD OF COMMISSIONERS

10/13/2020

DATE



## 1.0 INVITATION

Nye County is requesting Statements of Qualifications for an Indefinite Delivery, Indefinite Quantity, IDIQ, to provide services to Nye County.

## 2.0 RESPONSE CONDITIONS AND RESPONDENT'S OBLIGATIONS

### 2.1 Submission Deadline

The original and five (5) copies of each Response in a sealed package must be delivered to:

Nye County Purchasing Department  
c/o Danielle McKee, Purchasing and Contracts Administrator  
2101 E. Calvada Blvd Ste 200  
Pahrump, NV 89048

### **RESPONSES MUST BE RECEIVED NO LATER THAN 10:00 a.m. on November 4, 2020.**

The response opening will be held at **10:00 a.m. on November 4, 2020**, in the Nye County Purchasing Department, 2101 E. Calvada Blvd Ste 200, Pahrump, Nevada 89048.

The Respondent is requested to submit its response in a sealed package, marked with the company name, RFQ Number and Project Name, the closing date and the address as set above and contain the original response and five (5) copies.

Pre-qualification of respondent is not required. All respondents are required to comply with the provisions of Nevada Revised Statutes and other applicable Local, State, and Federal laws and regulations.

Nye County reserves the right to (1) reject any or all proposals not in compliance with public bidding procedures if it is in the best interest of the public to do so, (2) postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening, (3) select the proposals which appear to be in the best interest of the County.

### 2.2 Presentations

Respondents may be requested to make a presentation and answer questions on their response prior to a selection. Respondents shall have their key team members who are proposed to work on the project present at this interview.

## 3.0 BACKGROUND, SCOPE OF WORK, AND SCHEDULE MILESTONES

### 3.1 Background and Scope of Work

The successful candidate will be available to Nye County to provide IDIQ for Environmental Reviews associated with grant projects, grant development and technical assistance as needed and/or as directed by task order.

## 4.0 QUALIFICATIONS

A brief general description of the qualifications of the firm(s) must be provided.

### 4.1 License

Respondent must have and retain any and all licenses as required by the State of Nevada.

### 4.2 Conflict of Interest

Respondents must disclose to the County, in their Response, any potential conflict of interest. If such a conflict of interest does exist, the County may, at its discretion, refuse to consider the Response.

### 4.3 Similar Project Experience

Respondent must provide references and brief documentation of experience on work/services/projects of similar type and scope.

### 4.4 Collusion

Respondent, by signing this Response, hereby certifies that this Response is genuine and not collusive, or made utilizing advance disclosure of information or made in the interest or on behalf of any person not herein named, and that the officer signing this proposal has not in any manner, by collusion, or otherwise, attempted to secure for himself an impressive advantage over another Responder.

### 4.5 Disqualification of Responses

Responses received after the Response Submission Deadline, as recorded by the Nye County Purchasing Department on the date, at the time and place of submission outlined in Section 2.1 will not be considered. Respondents are solely responsible for ensuring that Responses are delivered as required. Delays caused by any delivery service, including US Postal Service, will not be grounds for an extension of the Response Submission Deadline. Faxed transmissions, e-mails, telegrams or other forms of unscaled Responses will not be considered.

### 4.6 The County's Right to Reject

Nye County at its discretion may select any one Response; or reject any or all or part of any or all Responses. Nye County reserves the right to negotiate with any or all Respondents. All costs incurred in the preparation, presentation or submission of Response shall be the responsibility of the Respondent.

#### 4.7 No Adjustments to Responses

No unilateral adjustments by Respondents to submitted Responses will be permitted. Respondents may withdraw their Response prior to the closing date and time for submission of Responses by notifying the Nye County Purchasing Department in writing.

Respondents who have withdrawn a Response may submit a new Response, which must be received by the County prior to the deadline for submission to the Nye County Purchasing Department. After the closing date and time, the Response is irrevocable and binding on the Respondent. If the County requires clarification of a Respondent's Response, that Respondent will provide a written response to a request for clarification, which shall then form part of the Respondent's Response.

#### 4.8 Communication

The Respondent is requested to identify one senior individual by name, address, e mail address and telephone and fax numbers, who will act as the Respondent's primary liaison/contact with the County for both pre-and post-submission communication and on-going consultation with regard to this Response and contract that may come from it.

#### 4.9 Conflicts and Omission

If the Respondent observes any apparent error or omission, he shall bring to the notice of the Nye County Purchasing Department immediately. In no circumstances the Respondent shall take advantage of any apparent error or omission in the RFQ, but the County shall be permitted to make such corrections and interpretation as may be necessary for the fulfilment of the intent of the RFQ.

#### 4.10 Addenda

Any revisions prior to closing date shall be included in Addenda to the RFQ distributed to all the Respondents. When an Addendum is issued, the date for submitting Responses may be changed by the County if in its opinion more time is necessary to enable the Respondents to revise their Responses. The Addendum shall state any changes to the Response Submission Date. All Respondents must acknowledge receipt of the RFQ documents and all Addenda in their Response.

#### 4.11 Period of Validity of Responses and Agreement

Subject to Section 4.7 above, Responses submitted shall be irrevocable and binding on Respondents from the date of Response Submission to the date

the successful Respondent is selected by the selection team and the successful Respondent executes an Agreement with the County.

The successful Respondent will be required to enter into a Professional Services Agreement satisfactory to the County immediately upon presentation for execution.

#### 4.12 No Assignment

The successful Respondent shall not assign any part of the project, which may be awarded to it under the Professional Services Agreement without the prior written consent of the County.

However, such written consent shall not under any circumstances relieve the successful Respondent of its liabilities and obligations under this RFQ and the Professional Services Agreement.

#### 4.13 Failure or Default of Respondent

If the Respondent for any reason whatsoever fails or defaults in respect of any matter or thing, which is an obligation of the Respondent under the terms of the RFQ, the County may disqualify the Respondent. Disqualification will be from this RFQ and/or from competing for future tenders or RFQs issued by the County. In addition, the County may at its opinion either:

(a) Consider that the Respondent has withdrawn any offer made or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the County shall be null and void; or;

(b) Require the Respondent to pay the County, the difference between its Response and any other Response which the County accepts, if the latter is for a greater amount and, in addition, to pay to the County any cost which the County may incur by reason of the Respondent's failure or default. Further, the Respondent will indemnify and save harmless the County, their officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of Respondent.

#### 4.14 Resource Commitments

The Respondent must make available appropriately skilled staff, equipment or sub-Consultants, as the case may be, and the Respondent must be able to provide the necessary materials and supplies to carry out the project. These resources must be available on a dedicated basis as required to carry out the project with due care, skill and efficiency.

#### 4.15 Waiver of Rights in Response and Indemnity

Each Respondent acknowledges and agrees that the County is likely to receive, and be required to deal with, several Responses, all of which may contain or disclose information considered by their Respondents to be of special, unique, secret or proprietary nature, and that such information and the manner in which the County may use it may be entitled or subject to protection under any of the State's intellectual property laws and any the applicable State law relating to unfair competition.

The County cannot accept any Response that is subject to a reservation by the Respondent of any such rights and each Respondent, by virtue of filing a Response pursuant to this RFQ expressly waives any and all protection to which the Respondent might otherwise be entitled in respect of that Response under all of the foregoing laws and expressly releases the County and their staff and consultants, if any, as well as the successful Respondent from any claims, actions, suits and proceedings whatsoever for the infringement of any intellectual property right or for the use of any secret or proprietary information.

Each Respondent shall indemnify and save harmless the County and their staff and consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the County in connection herewith brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark or industrial design or the use or misuse in connection with their Response.

## **5.0 PROVISIONS**

The selected contract will be awarded partially with Federal Funding. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy:

5.1 Administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold.)

5.2 Termination for cause and for convenience by the Grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000.)

5.3 Notice of awarding agency requirements and regulations pertaining to reporting.

5.4 Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

5.5 Awarding agency requirements and regulations pertaining to copyrights and rights in data.

5.6 Access by the Grantee, the subgrantee, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

5.7 Retention of all required records for three years after Grantees or subgrantees make final payments and all other pending matters are closed.

5.8 Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.)

5.9 Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

5.10 Make positive efforts to use disadvantaged businesses, including small businesses, minority-owned firms, women's business enterprises, and firms in labor surplus areas, whenever possible (40 CFR 31.36(e)).

5.11 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180.

5.12 Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

## **6.0 SELECTION PROCESS**

Each Response must be submitted in a sealed envelope. Each response will be reviewed and evaluated by members of Nye County Staff and/or Officials. The selected RFQ will be recommended to the Board of County Commissioners (BoCC), the final selection/decision is to be made by the BoCC.

The selection team will review the Responses based on the Evaluation Criteria Table listed below:

**Table 3: Response Evaluation Criteria**

EVALUATION CRITERIA	MAXIMUM PERCENTAGE TO BE AWARDED	RESPONDENT'S SCORE
1. Demonstrated understanding of the scope of work and the RFQ goals, objectives and requirements.	20	
2. Professional qualifications and experience of team members.	25	
3. Proposed methodology and approach to performing the work.	20	
4. Completeness of Offered Services.	20	
5. Familiarity with Nye County, geographically and previous history with Nye County	10	
6. Minority-Owned Business Enterprise (MBE)/Woman-Owned Business Enterprise (WBE) firm.	5	
TOTAL	100	

The Response shall contain the following general information in the sequence listed herein duly tabbed for easy location and evaluation:

**6.1 Understanding of Project**

The Respondent's understanding of the RFQ shall be based on their analysis and familiarity with the issues and objectives. This should include an indication of the nature of the work involved and any anticipated conflicts or problems.

**6.2 Analysis of Project Requirements**

Based on the available information the Respondent may receive prior to closing of the RFQ, the Response should include the Respondent's understanding of the project. In preparing the Response, the Respondent is expected to notify the Nye County Purchasing Department immediately of major errors, omissions and discrepancies in the information included in the RFQ.

**6.3 Qualifications of Respondent and Project Team**

A brief general description of the qualifications of the firm(s) must be provided.

**6.4 Similar Project Experience**

(a) Brief documentation on projects of a similar scope carried out by the firm.

(b) Brief documentation of experience on projects of similar type and scope carried out by project team members.

**6.5 Assigned Project Manager, related experience and qualifications:**

Respondent shall identify one senior individual by name, address, and telephone number and fax number who will act as the Respondent's primary liaison/contact

with regard to each response. The Project Manager must have a minimum 5 years of demonstrated experience in projects of the same type being proposed.

6.6 Assigned staff, related experience and qualifications

(a) The respective roles and responsibilities of team members, including a project team list.

**EXHIBIT "A"**  
**SCHEDULE OF REIMBURSABLE EXPENSES FOR TRAVEL, LODGING, MEALS, RENTAL VEHICLES,**  
**AND OTHER COSTS**

Nye County shall reimburse the Consultant for expenses as follows:

1. Lodging: The actual and reasonable expense for lodging, when performance of the Consultant's duties under this Professional Services Agreement requires overnight travel. Reimbursement is based upon the applicable per diem rate for lodging as shown on the US General Services Administrative web site ([www.gsa.gov](http://www.gsa.gov)).
2. Flight: The actual and reasonable expense for traveling by air at coach fare or equivalent (company plane) when performance of the Consultant's duties under this Professional Services Agreement requires travel away from the Consultant's office which more expediently and/or economically may be completed by air than by land vehicle. If a company plane is used, the consultant or grantee needs to provide proof that the company plane cost of travel is less than the coach fare. A print out of the fare is needed as documentation. CDBG pays the lesser cost of the two options.
3. Rental Vehicles: The actual and reasonable expense of renting a vehicle plus the cost of fuel for that vehicle, but only when the Consultant's duty under this Professional Services Agreement requires travel by air.
4. Mileage: Reimbursement for mileage (other than when travel is by air/rental vehicle) shall be at the rate of the IRS/State allowed mileage rate in effect January 1 of each year for all miles traveled away from the Consultant's office and pursuant to this Professional Services Agreement. No receipts for gas, oil or other vehicle expenses will be required or accepted if per-mile reimbursement is sought. The lesser of the two will be reimbursed by CDBG.
5. Meals: Reimbursement for meals during travel or when otherwise required as part of the Consultant's duties under this Professional Services Agreement shall be reimbursed based upon the applicable per diem rate for meals and expenses as shown on the US General Services Administrative web site ([www.gsa.gov](http://www.gsa.gov)). Nye County is considered a standard Continental United States (CONUS). Nye County does not allow reimbursement for incidentals. Submission must include the travel start time and end time. Receipts are not required.
6. Hotels: The cost of hotels will be reimbursed at the GSA Rate. Receipts for hotels are required to be submitted in order to be reimbursed by CDBG.
7. Other Extraordinary Expenses: Nye County shall reimburse Consultant for other actual, reasonable, necessary and extraordinary expenses, including but not limited to: Long-distance telephone charges; postage, Fed-Ex or other rapid delivery charges, document reproduction; and online and other data retrieval.
8. Nye County will not reimburse the Consultant for office or work supplies or equipment or other expenses which is/are purchased, acquired and used generally in Consultant's business and are not peculiarly necessary to the fulfillment of this Professional Services Agreement. Such supplies/equipment/ expenses are considered a part of the Consultant's overhead and are deemed a part of Consultant's hourly fee.

9. Claims for reimbursement of expenses which are not stipulated amounts must be accompanied by photocopies of the original receipts, bills, or other substantiating documentation of the costs incurred and paid, or the expense will not be reimbursed.
10. Nye County reserves the right to reject claims for reimbursement which it believes are not "reasonable".