

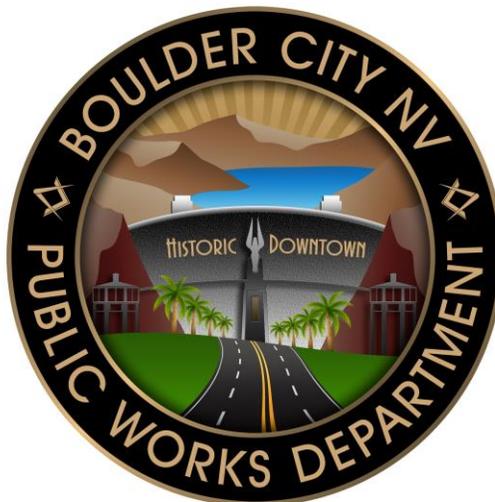


REQUEST FOR STATEMENTS OF QUALIFICATIONS

City Hall Customer Service Improvements
Boulder City Project No. 18-1033-MC

Due: Thursday, June 28, 2018 – 2:00 PM

CITY OF BOULDER CITY



SECTION I – PROJECT DESCRIPTION

Boulder City (“the City”) is requesting Statements of Qualifications (SOQs) from interested and qualified firms to plan and design improvements for the City Hall Customer Service Improvements, B.C. Project No. 18-1033-MC.

SECTION II - BACKGROUND

Boulder City is a community of approximately 15,600 people located 20 miles southeast of Las Vegas. City Hall is located at 401 California Avenue. There are several customer service aspects located within City Hall including Community Development, City Manager’s Office, City Clerk’s Office, Personnel Administration, Public Works, Finance, and Utility Billing. To better serve the community, the City of Boulder City is interested in improving the overall customer service provided within the current location. The City is seeking a facilitator/architect firm to successfully integrate several improvements including welcoming and customer service experience at City Hall, conduct a space utilization study, centralize customer service related items to one location within the building, and improve security. Boulder City prides itself on being a family oriented, friendly, and welcoming community. The City Hall Customer Service Improvements will further enrich Boulder City’s brand and image of community focus.

SECTION III – SCOPE OF WORK

The scope of work includes review of similar communities with integrated municipal functions into one facility. The City Hall building hosts several municipal departments, as well as provides meeting locations for City Council meetings, and City boards and commissions meetings. Citizen services, development services, and utility services provided within City Hall include the following:

- Public Records
- Public Notices
- Polling/Voting Locations
- US Passport Services
- Utility Bill Pay
- Building Permits
- City Code
- License Applications and Forms
- Public Works Permits

For more information regarding the City of Boulder City, please visit <http://www.bcnv.org>.

The qualified firm shall conduct a space utilization study of City Hall to facilitate the maximum beneficial usage of the existing space and organization of the departments and help determine proper space requirements. The scope of this project shall include the successful combination of customer service related items to one location in City Hall, streamlining and optimizing the customer service process for citizens and providing easier access for the public to reach staff. If government function(s) are proposed to be moved from City Hall, the consultant shall develop alternatives for consideration. The qualified firm will also conduct an assessment of the existing security measures in place, and provide enhancements that may be necessary to improve the security in the public building.

SECTION IV - STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

The firms will be ranked through a selection process in accordance with NRS625.530. Firms interested in providing services for the City Hall Customer Service Improvements must submit a Statement of Qualifications (SOQ) that addresses the following criteria:

A. Experience of the Prime Firm (20 points)

Discuss the relevant experience and qualifications of the prime firm in providing related services:

1. Description of the project
2. Role of the firm
3. Project dates
4. Project owner

B. Ability to Facilitate Master Plan and Public Outreach for Project (35 points)

Discuss your firm's approach to the project and your ability to coordinate work with the public and City management team. This section should include your firm's approach to project materials, documentation and document control.

C. Experience of Primary Contact (40 points)

Discuss the relevant experience and qualifications of the primary contact for the project.

D. Eligibility Preference (5 points)

A relative weight of 5 percent shall be assigned to the possession of a certificate of eligibility to receive a preference when competing for public works per NRS 625.530.

SECTION V - SUBMITTAL REQUIREMENTS

Interested firms should submit a Statement of Qualifications, which includes a one-page cover letter plus a maximum length of nine (9) pages to address the SOQ criteria (including the organizational chart and references) for a total of ten (10) – 8.5" x 11" pages. The SOQ shall be

submitted on CD, DVD, USB flash drive or via email to jkeane@bcnv.org. The firm is responsible for insuring their SOQ is submitted and received on time. The City email system is capable of receiving emails up to 10 MB in size. All materials are to be included in one PDF file. Please provide one electronic submittal of the Statement of Qualifications by 2:00 p.m. on June 23, 2018. Late submittals will not be considered.

Submittals should be sent to: City of Boulder City Public Works Department, 401 California Ave, Boulder City, NV 89005.

Adherence to the maximum page criterion is critical; each page side with criteria information will be counted. Pages that have project photos, charts, and graphs will be counted toward the maximum number of pages. Table of Contents pages and tabbed divider pages will not be counted if they do not contain submittal information. Team member and sub-consultant resumes will be counted toward the maximum number of pages.

SECTION VI - SELECTION PROCESS

A Selection Panel will evaluate each SOQ according to the criteria set forth in Section IV above. One or more firms will then be selected based on rankings from the SOQ and may be interviewed for final selection. All decisions of the selection panel are final.

If the City is unsuccessful in negotiating a scope of work and fee with the selected firm, the City may then negotiate with the second or third ranked firm until a scope of work and fee is agreed upon.

The City does not provide confidentiality of submitted materials. All application materials will become public record. Application materials will not be returned.

SECTION VII – GENERAL INFORMATION

Instructions. The City of Boulder City shall not be held responsible for any oral instructions. Any changes to this Request for Statements of Qualifications (RFQ) will be in the form of an addendum, which will be published to the webpage at www.bcnv.org/bids.aspx.

Accommodations. Pursuant to the Americans with Disabilities Act (ADA), the City of Boulder City endeavors to ensure the accessibility of all of its programs, facilities and services to all persons. If you need an accommodation regarding this RFQ, please contact the Public Works Department at (702) 293-9200 so that an accommodation may be made.

Pre-submittal Conference/Site Visit. A pre-submittal conference/site visit will not be held for this RFQ.

City Rights. This RFQ does not commit the City to enter into an agreement, to pay any costs incurred in the preparation of the response to this request or in subsequent negotiations, or to produce a contract for the project. The City of Boulder City reserves the right to reject any or all proposals, to waive any informality or irregularity in any SOQs received, and to be the sole judge of the merits of the respective SOQs received.

Contact with City. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the City Council, Parks and Recreation Commission, Selection Panel, the City Manager, Department Heads or other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified below.

Agreement. Attached to this RFQ is a copy of the City of Boulder City's standard agreement for consultant services. The firm selected must be willing to enter into the City's standard agreement without changes. Submittal of an SOQ indicates that you have read and accept the terms of the agreement.

Questions. Questions pertaining to the consultant selection process should be directed by email to Jim Keane, P.E., City Engineer, at jkeane@bcnv.org or delivered to City Hall, Public Works Department, ATTN: Jim Keane, 401 California Avenue, Boulder City, NV 89005.

Eligibility. This project is open to all properly licensed businesses. The ideal candidate(s) for this project will have experience and expertise in similar projects. Consultant shall be licensed in the State of Nevada. Consultant will be required to obtain a Boulder City business license.

Non Discrimination. The Boulder City Public Works Department is committed to compliance with Title VI of the Civil Rights Act of 1964 and subsequent related regulations and directives. Public Works assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service, program or activity.

Boulder City also makes every effort to prevent discrimination on minority and low-income populations.

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 201_ by and between the City of Boulder City, hereinafter referred to as "CITY" and _____ a corporation qualified to do business in Nevada, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the CITY desires to obtain final design (including 100% construction documents) for the _____, hereinafter referred to as "PROJECT"; and

WHEREAS, the CONSULTANT is qualified, experienced and properly licensed in the performance of said services; and

WHEREAS, the CITY is desirous of engaging the services of the CONSULTANT to perform said services.

NOW THEREFORE, said CITY and CONSULTANT, for the consideration and on the terms hereinafter set forth, mutually agree as follows:

ARTICLE I – COMPENSATION

The compensation to be paid to CONSULTANT for providing Professional Engineering services shall be in accordance with Attachment "A". Total fees for the PROJECT shall not exceed \$_____.

It is understood and agreed that CONSULTANT's services under this Agreement are limited to those described in Attachment "A" and this Agreement.

ARTICLE II – INVOICE PROCEDURES AND PAYMENT

CONSULTANT shall submit invoices to the CITY for work accomplished during each calendar month. Monthly invoices shall include, separately listed, any charges for services for which time charges and / or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by CONSULTANT as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the CITY upon receipt.

The CITY hereby agrees that payment as provided herein will be made for said work within thirty (30) days from the date the invoice for same is mailed to the CITY at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection initiated. The CITY hereby acknowledges that unpaid invoices shall accrue interest at the maximum rate allowed by law after they have been outstanding for over thirty (30) days. CONSULTANT reserves the right to suspend all services on the PROJECT without notice if an invoice remains unpaid forty-five (45) days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

B.C. AGREEMENT NO.

It is also understood and agreed that CONSULTANT's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the CITY and CONSULTANT describing the services desired and providing a basis for compensation to CONSULTANT.

The CONSULTANT shall submit to the CITY monthly progress reports, which shall be consistent with their invoices. The CITY will review the progress report and determine the appropriateness of the invoice.

Full payment will be made for all approved invoices. The final invoice shall be for ten percent (10%) of the contract amount and will be withheld by the CITY until the CONSULTANT has delivered to the CITY all the documents stipulated in this Agreement and in Attachment "A".

ARTICLE III – COST ESTIMATES

CITY hereby acknowledges that CONSULTANT cannot warrant that any construction cost estimates provided by CONSULTANT will not vary from actual costs incurred by the CITY.

ARTICLE IV – TIME LIMIT

The CONSULTANT shall deliver to the CITY all documents stipulated in this Agreement and Attachment "A" by _____. The stipulated date is agreed upon as reasonable by all parties to this Agreement. It shall be the CONSULTANT's responsibility to meet the schedule. Prior to agreeing to the stipulated date, the CONSULTANT shall estimate the number of review periods that will be required and allow the CITY two (2) weeks turn around time for each review period. If the CONSULTANT experiences delays beyond their control, they shall immediately document the delay and forward a written letter to the CITY requesting a time extension. Unless the CITY provides written approval of a time extension, the CONSULTANT shall pay to the CITY liquidated damages in the amount of five hundred (\$500) per day for each calendar day delay past the date stipulated above, for completion of this Agreement.

The CITY shall not hold the CONSULTANT responsible for not receiving all permits and rights from other agencies, contingent upon the appropriate documents were sent to these agencies one (1) month prior to the date stipulated above.

ARTICLE V – CONSTRUCTION SERVICES

If, under this Agreement, professional services are provided during the construction phase of the PROJECT, CONSULTANT shall not be responsible for or have control over means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work; nor shall CONSULTANT be responsible for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

ARTICLE VI – INSURANCE

CONSULTANT shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the CITY upon request.

ARTICLE VII – ASSIGNMENT

Neither the CITY nor CONSULTANT will assign or transfer its interest in this Agreement without the written consent of the other.

ARTICLE VIII – SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT

In the event the PROJECT described in Attachment "A", or the services of CONSULTANT called for under this Agreement, is / are suspended, cancelled, terminated or abandoned by the CITY, the CONSULTANT shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, terminations, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.

ARTICLE IX – ENTIRETY OF AGREEMENT

This writing, including attachments and addenda, if any, embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.

ARTICLE X – DOCUMENTS

All plan sheets, drawings and etc. shall be submitted in both paper format and the digital vector format AutoCAD. All specifications not contained on the drawings shall be submitted in both paper format and a digital word processing format.

All plan sheets shall be submitted on twenty-four inch by thirty-six inch (24" x 36") paper at a scale that clearly depicts the proposed project. Each plan sheet shall be wet-stamped by the appropriate professional discipline licensed in the State of Nevada.

The CONSULTANT shall prepare and submit in their entirety, all necessary Federal, State, County, Regional and Local permit applications. The CONSULTANT shall prepare and submit documents as necessary to all agencies holding easements across any portion of the PROJECT. The CONSULTANT shall be responsible for coordination with these agencies until proper permits and rights are obtained.

B.C. AGREEMENT NO.

The CONSULTANT shall prepare minutes from all meetings regarding the PROJECT and submit them to the CITY for review and approval. If the CITY does not respond within two (2) calendar weeks, the CONSULTANT shall assume that the minutes are approved.

Any reuse by the CITY or others of documents and plans that result from CONSULTANT's services under this Agreement shall be at the CITY's or others' sole risk without cost to the CITY or liability to CONSULTANT.

ARTICLE XI – WAIVER

Any failure by CONSULTANT or the CITY to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and CONSULTANT or the CITY may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

ARTICLE XII – DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use arbitration, with a mutually agreed upon arbitrator(s) before resorting to a judicial forum. The cost of a third party arbitrator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by CITY concerning or related to this contract and all subcontracts executed by CONSULTANT.

ARTICLE XIII – HAZARDOUS WASTE, MATERIALS AND SUBSTANCES

Unless otherwise specifically provided in this Agreement, CONSULTANT shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.

ARTICLE XIV – GOVERNING LAW

This Agreement shall be governed by and construed according to the laws of the State of Nevada.

The CONSULTANT acknowledges it is a private contractor working for the CITY and not CITY employees in regards to Federal, State, or local laws.

ARTICLE XV – LIMITED COPYRIGHT LICENSE

CONSULTANT grants CITY a paid-up, non-transferable, non-exclusive license to make or have made copies of any materials delivered under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Boulder City, Nevada on the day and year first above written.

B.C. AGREEMENT NO.

DATE OF CITY COUNCIL ACTION:

FIRM NAME

CITY OF BOULDER CITY

NAME

ALFONSO NOYOLA, City Manager

ATTEST:

LORENE KRUMM, City Clerk

APPROVED AS TO FORM:

STEVEN L. MORRIS, City Attorney