



November 17, 2023

SUBJECT: Addendum No. 1 for Cultural Resource Management and Environmental Services Related to National Environmental Policy Act (NEPA) Compliance and Federal Cross-Cutters

REFERENCE: Request for Proposal (RFP) No. 240020

TO: All Prospective Offerors:

This Addendum is being issued for the following reasons:

• **THE FOLLOWING QUESTIONS AND CLARK COUNTY WATER RECLAMATION DISTRICT (DISTRICT) RESPONSES ARE HEREBY INCORPORATED AND MADE A PART OF THE RFP:**

1. “The projects under this RFP will be funded using federal and state revolving loan funds which will require participation of disadvantaged business enterprises (DBEs). What is the District’s anticipated DBE participation goal for these projects? If the District foresees a DBE participation goal for the projects mentioned in this RFP, is it expected to incorporate disadvantaged business enterprises (DBEs) information into the proposal?”

Answer: *The SUCCESSFUL OFFEROR is required to comply with, and carry out, all applicable requirements of 40 CFR part 33. The DISTRICT’s fair share objectives/goals in connection with this RFP are as follows:*

	MBE	WBE
Construction	12%	10%
Equipment	11%	23%
Services	07%	25%
Supplies	13%	28%

Yes, the DBE information should be included in the proposal using EXHIBIT V – SUBCONTRACTOR INFORMATION FORM.

2. “Does participation as the prime and/or subcontracted NEPA consultant preclude that prime and/or subcontracted NEPA consultant from working on the grant-funded projects that are the subject of the NEPA study/document?”

As an example: NEPA documentation is completed by Firm A to comply with EPA’s grant requirements. Firm A is also awarded project design work to complete the project funded by EPA. Half-way through the work schedule, Firm A realizes the project must be redesigned, prompting an amendment to the NEPA document. Would EPA and/or CCWRD consider this situation to present a conflict of interest as outlined in Item 7.0 of the Specimen Contract General Terms and Conditions (Section C)?”

Answer: *Based on our understanding of the above example, if an amendment to the previously approved NEPA document completed by Firm A is needed, and the resulting contract is still in place, a completion of the necessary amendment to the NEPA document by Firm A will not constitute a conflict of interest. As far as being awarded a design work for a project for which the NEPA document has been prepared by Firm A, that would be a condition determined by the design project.*

BOARD OF TRUSTEES
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ADDENDUM 1

CULTURAL RESOURCE MANAGEMENT AND ENVIRONMENTAL SERVICES RELATED TO NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE AND FEDERAL CROSS-CUTTERS SOLICITATION NO. RFP-240020

3. “Will there be a project-specific DBE requirement to complete any of the projects anticipated by the CCWRD under this contract? If so, what percentage of DBE participation would CCWRD anticipate?”

For example, if the project award entails a minimum DBE participation of 3%, does this percentage flow through completion of the NEPA process, such that 3% of the work to complete NEPA should be targeted by the Successful Offeror under this contract?”

Answer: Please refer to Answer 1. The same fair share objectives/goals are anticipated to be assumed for all projects under the resulting contract through their completion and in accordance with the applicable requirements of 40 CFR part 33.

4. “Will CCWRD allow for flexibility in the NEPA Timeline to accommodate federal agency requirements for documentation processing, provided the OFFEROR maintains at least monthly communication with both the federal agency(ies) and CCWRD regarding the status of compliance documentation?”

Page 28, Section 6.1 states: “Complete all NEPA environmental reviews, Section 7 ESA, and Section 106 NHPA compliance documentation or related filings (such as the NAHC requests) within sixty (60) days of request.” However, the OFFEROR is seldom, if ever, in control of federal agency schedules. For example, Section 7 consultations with US Fish and Wildlife typically take 135 days from initiation of the request for consultation.”

Answer: The timeline may be adjusted based on each federal agency’s standard response time given that SUCCESSFUL OFFEROR provides regular status updates to the District and complies with requests in a timely manner.

5. “Based on the significantly different distances between the six project areas (Indian Springs, Moapa Valley, Searchlight, Blue Diamond, Laughlin, and the Las Vegas Valley), can specific mileage be removed from consideration in calculating the “fully loaded rate”? Alternatively, can OFFERORS assume an average rate of 100 miles per day per person will be incorporated into the hourly rate for individuals?”

Answer: Mileage is removed from the hourly rate calculation and should be tracked and charged in accordance with ATTACHMENT C - CONTRACTOR/CONSULTANT MOBILIZATION POLICY. IRS mileage rate shall be used for mileage reimbursement.

6. “Are the kick-off meetings, monthly status meetings (4.1.5), and meetings with state/federal grant/loan compliance team (4.1.6) going to be virtual or in-person?”

The meetings are also noted in Tasks 1, 2, and 3 of the Exhibit VI – Sample Pricing Sheet”

Answer: Virtual meetings are considered by the DISTRICT.

- **THE FOLLOWING REVISIONS/MODIFICATIONS ARE HEREBY INCORPORATED AND MADE A PART OF THE ITB:**

1. Page 28, SECTION E – SPECIFICATIONS/SCOPE OF WORK, ARTICLE 4.0 SCOPE OF SERVICES: Items 4.1.5 and 4.1.6 have been revised to read as follows:

4.1.5 Monthly, up to one (1) hour virtual status meetings, for the duration of the contract period to discuss project needs.

4.1.6 Up to two (2) virtual meetings with state or federal grant or revolving loan compliance teams, if needed, per grant project.

Remove Page 28 and replace with the attached Page 28 marked Revised – 11/17/23.

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**ADDENDUM 1
CULTURAL RESOURCE MANAGEMENT AND ENVIRONMENTAL SERVICES RELATED TO NATIONAL
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SOLICITATION NO. RFP-240020**

2. Page 28, SECTION E – SPECIFICATIONS/SCOPE OF WORK, ARTICLE 6.0 TIMEFRAME has been revised to read as follows:

6.0 TIMEFRAME:

6.1 *Complete all NEPA environmental reviews, Section 7 ESA, and Section 106 NHPA compliance documentation or related filings (such as the NAHC requests) within sixty (60) days of request.*

6.2 *Support any revisions or follow-up environmental compliance needs within ten (10) business days.*

6.3 The timeline may be adjusted based on each federal agency's standard response time given that SUCCESSFUL OFFEROR provides regular status updates to the DISTRICT and complies with requests in a timely manner.

Remove Page 28 and replace with the attached Page 28 marked Revised – 11/17/23.

3. Page 34, SECTION F – PROPOSAL OUTLINE & MINIMUM CONTENT REQUIREMENTS, ARTICLE 8.0 PRICING STRUCTURE: Item 8.1.5 has been revised to read as follows:

8.1.5 *The Pricing Proposal should cover all costs including consultant fees and expenses related to the completion of the services requested herein and provide hourly rates inclusive of all direct and indirect costs (salary, overhead, administration, travel and profit, other applicable fees, equipment/supplies, etc.). Mileage should be excluded from the hourly rate calculation and should be tracked separately and charged in accordance with ATTACHMENT C - CONTRACTOR/CONSULTANT MOBILIZATION POLICY. IRS mileage rate shall be used for mileage reimbursement.*

Remove Page 34 and replace with the attached Page 34 marked Revised – 11/17/23.

4. Pages 74-76, APPENDIX "I" – CERTIFICATIONS, have been removed and replaced in their entirety with the attached pages 74 through 77 marked Revised 11/17/2023 to add "Certification Regarding Debarment, Suspension, and Other Responsibility Matters".

5. Replace last page numbering.

When issued, this Addendum shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Addendum. All revisions, responses, and answers incorporated into this Addendum are collaboratively from both the DISTRICT Purchasing Solutions Section and the applicable End-User Department. It is the responsibility of the Offeror to ensure that he/she has obtained all such Addendum(s). By submitting a proposal on this project, Offerors shall be deemed to have received all Addendum(s) and to have incorporated them into this RFP.

If you have any questions or if further clarification is needed regarding this RFP, please contact the undersigned.

Jean Hutton

Jean Hutton
Sr. Purchasing Analyst
702-668-8097
E-mail: jhutton@cleanwaterteam.com

Attached Revised Page(s): 28, 34, 74, 75, 76, 77 and 78.

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**SECTION E - SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: 240020**

- 4.1.3.3 Identification and consultation with appropriate State Historic Preservation Officers (SHPOs) and/or Tribal Historic Preservation Officers (THPO)
- 4.1.3.4 A map, photographs, and/or drawings clearly demarcating the project's Area of Potential Effects (APE) per applicable local, state, and federal regulations.
- 4.1.3.5 Descriptions of all known properties and/or historic districts that are listed, or eligible for listing, in the National Register, within in the APE, and descriptions and evaluations of all other properties in the APE for National Register-eligibility (regardless of age) based on the National Register criteria. Descriptions should be based on materials such as background research on historic properties, oral history interviews, field surveys and/or investigations, and past planning, research, and studies, and should include information such as a property's location, the year of its construction and previous ownership (as applicable).
- 4.1.3.6 A documented finding from a qualified archaeologist or architectural historian of the anticipated effects of the project on cultural resources within the Area of Potential Effects (APE), consistent with Section 106 of the National Historic Preservation Act (NHPA) and all applicable local, state, and federal regulations.
- 4.1.3.7 An explanation of why the Criteria of Adverse Effect were found applicable or inapplicable, including any conditions or future actions to avoid, minimize, or mitigate adverse effects per applicable local, state, and federal regulations.
- 4.1.3.8 A list of Native American contacts provided by the Native American Heritage Commission (NAHC) by utilizing the Sacred Lands File and Native American Contacts List Requests.
- 4.1.4 Coordination with NEPA consistent with Section 106 of the National Historic Preservation Act (NHPA) and all applicable local state, and federal regulations.
- 4.1.5 Monthly, up to one (1) hour virtual status meetings, for the duration of the contract period to discuss project needs.
- 4.1.6 Up to two (2) virtual meetings with state or federal grant or revolving loan compliance teams, if needed, per grant project.
- 4.1.7 Assisting or leading in responses to regulatory requests including, but not limited to, requests for information, rejection of submitted documents, and/or responses to findings of the regulators.
- 4.2 **Additional Services:**
 - 4.2.1 The DISTRICT may at its sole discretion request additional services not specifically listed but are related to the general scope of services requested herein. Services may include but are not limited to:
 - 4.2.1.1 Attendance at unanticipated meetings.
 - 4.2.1.2 Other environmental or historical preservation services related to the Logandale Sewer Extension EPA Community Grant, any other project and or grant specifically referenced in this RFP document, and any future projects and or grants not directly referenced in this RFP document.
- 5.0 **WORKSITE LOCATION:**
 - 5.1 Project areas are within unincorporated Clark County, with anticipated projects in Indian Springs, Moapa Valley, Searchlight, Blue Diamond, Laughlin, and the Las Vegas Valley.
- 6.0 **TIMEFRAME:**
 - 6.1 Complete all NEPA environmental reviews, Section 7 ESA, and Section 106 NHPA compliance documentation or related filings (such as the NAHC requests) within sixty (60) days of request.
 - 6.2 Support any revisions or follow-up environmental compliance needs within ten (10) business days.
 - 6.3 **The timeline may be adjusted based on each federal agency's standard response time given that SUCCESSFUL OFFEROR provides regular status updates to the DISTRICT and complies with requests in a timely manner.**

**SECTION F – PROPOSAL OUTLINE & MINIMUM CONTENT REQUIREMENTS
SOLICITATION NO.: RFP-240020**

Services as requested in Exhibit VI – Sample Pricing Sheet. Failure to provide pricing for each of the aforementioned groups, to price all aspects of the services and/or providing a different fee schedule in lieu of the requested pricing structure may result in points being deducted from OFFEROR’S overall score.

- 8.1.1 Pursuant to **Group 1.1 of Exhibit VI – Sample Pricing Sheet**, provide pricing for each sample Task shown on the Sample Pricing Sheet to complete services described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1. Include the breakdown by person/category/classification, their hourly billing rates and number of hours allotted per each person/category/classification to complete each Task. Use **Sample Hourly Rate Breakdown** Sheet included as part of Group 1.1. Group 1.1 may not represent comprehensive tasks that would be required to complete all the requested services and is included for evaluation purposes.
- 8.1.2 Pursuant to **Group 1.2 of Exhibit VI – Sample Pricing Sheet**, provide the hourly billing rates for each person/category/classification assigned to this project needed to complete all services as described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.1. The final hourly billing rates will be binding on the SUCESSFUL OFFEROR. If using a sub-contractor, include classification rates for all sub-contractor personnel and any associated fees.
- 8.1.3 Pursuant to **Group 2 of Exhibit VI – Sample Pricing Sheet**, provide the hourly billing rates for each person/category/classification assigned to this project to complete the services as described in SECTION E – SPECIFICATIONS/SCOPE OF WORK, Article 4.2. The final hourly billing rates will be binding on the SUCESSFUL OFFEROR. If using a sub-contractor, include classification rates for all sub-contractor personnel and any associated fees.
- 8.1.4 In the event the unit price item(s) are provided within the Pricing Sheet, and the total indicated for good/service item(s) does not equal the correct total amount (i.e. unit price multiplied (x) by estimated quantity equal (=) total amount), the unit price shall govern, and the total amount will be corrected accordingly. Mathematical errors in the Proposal will be corrected by DISTRICT. If there is no cost for a unit price, the OFFEROR MUST enter "0" or write the words "NO COST".
- 8.1.5 The Pricing Proposal should cover all costs including consultant fees and expenses related to the completion of the services requested herein **and provide hourly rates inclusive of all direct and indirect costs** (salary, overhead, administration, travel and profit, other applicable fees, equipment/supplies, etc.). **Mileage should be excluded from the hourly rate calculation and should be tracked separately and charged in accordance with ATTACHMENT C - CONTRACTOR/CONSULTANT MOBILIZATION POLICY. IRS mileage rate shall be used for mileage reimbursement.**

9.0 CONTENTS:

- 9.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:
 - 9.1.1 Title Page
 - 9.1.2 Signed Offer and Submittal Form (Exhibit I)
 - 9.1.3 Letter of Transmittal
 - 9.1.4.1 Firm Expertise/Experience/Qualifications
 - 9.1.4.2 Project Manager Expertise/Experience/Qualifications
 - 9.1.4.3 Key Personnel Expertise/Experience/Qualifications
 - 9.1.4.4 Work Completed Locally
 - 9.1.4.5 Organizational Structure
 - 9.1.5 Proposed Strategy and Operational Plan
 - 9.1.6 Reserved

**APPENDIX "I" – CERTIFICATIONS
SOLICITATION NO.: RFP-240020**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit to the DISTRICT Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX "I" – CERTIFICATIONS SOLICITATION NO.: RFP-240020

CERTIFICATION REGARDING CLEAN AIR ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (DISTRICT) and understands and agrees that the (DISTRICT) will, in turn, report each violation as required to assure notification to the Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Awarding Agency.

The undersigned certifies, to the best of his or her knowledge that _____, Offeror company or legal entity responding to this RFP, understands and is in compliance with, the applicable federal standards and regulatory requirements of the Clean Air Act.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX “I” – CERTIFICATIONS SOLICITATION NO.: RFP-240020

CERTIFICATION REGARDING CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the (DISTRICT) and understands and agrees that the (DISTRICT) will, in turn, report each violation as required to assure notification to the Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by any federal or state financial assistance.

The undersigned certifies, to the best of his or her knowledge that _____, Offeror company or legal entity responding to this RFP, understands and is in compliance with, the applicable federal standards and regulatory requirements of the Clean Air Act.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

**APPENDIX "I" – CERTIFICATIONS
SOLICITATION NO.: RFP-240020**

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative

Signature of Authorized Representative Date

I am unable to certify to the above statements. May explanation is attached.

**END OF REQUEST FOR PROPOSAL DOCUMENT
SOLICITATION NO.: RFP-240020**

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END OF ADDENDUM 1