



## **REQUEST FOR QUALIFICATIONS**

**RFQS TITLE:** Request for Qualifications for District-wide Construction Project Management Consulting Services

**RFQS NUMBER:** RFQS #001-19

**SCOPE OF SERVICE:** Washoe County School District (WCSD) is soliciting interested and qualified firms to submit proposals to provide Construction Project Management Consulting Services (CPMCS) for: new high schools; middle schools; elementary schools; and administration facilities; capital renewal; revitalization; and modernization of existing elementary, middle, and high schools; and other support facilities within WCSD. The intention of WCSD is to develop a qualified list (pool) of pre-qualified CPMCS firms from which WCSD may solicit proposals and contract with for specific projects.

**RFQS DUE / OPENING DATE & TIME:** **August 15, 2018 at 2:00 pm (local time)**

**QUESTIONS:** ALL questions/inquiries must be submitted in writing via email to [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) no later than 5:00 pm (local time) on July 27, 2018.

**AGENCY LOCATION:** Washoe County School District  
Purchasing Department, Room 0  
14101 Old Virginia Road  
Reno, NV 89521-8912

**SURETY REQUIREMENT:** **NONE REQUIRED**

**SOLICITATION FACILITATOR:** Monica Schuerr-Howden, CPPB, MBA  
Assistant Purchasing Supervisor  
Email: [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net)

**PUBLISH DATE:** July 20, 2018

**NUMBER OF PAGES IN THIS RFQS:** 23

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**GENERAL TERMS AND CONDITIONS OF THE RFQS**

1.0 SUBMISSION OF RFQS

1.1 In response to this RFQS, Proposers shall submit clearly labeled and indexed portfolios/binders with appropriate section and sub-section identifiers/numbers accordingly. Please provide the following:

1.1.1 One (1) original bound proposal marked "MASTER"; and

1.1.2 Six (6) identical bound proposals marked "COPY"; and

1.1.3 One (1) identical electronic response in Microsoft Word, Microsoft Excel, or Adobe PDF, on CD or flash drive; if discrepancies are found between two (2) or more copies of proposals, the "MASTER" copy will provide the basis for resolving each discrepancy; and

1.1.4 FINANCIAL STABILITY

- Submit (A) Balance Sheets, (B) Income Statements and (C) Statement of Cash Flow (if available) for the last three (3) consecutive years of operation.
- WCSD reserves the right to reject a Proposal as non-responsive if the requested documents (A and B at minimum) are not provided with Proposal.
- The financial documents should be provided in one (1) separate, sealed envelope, so that it can be easily forwarded to WCSD's Office of Business and Financial Services for review (Section 49.0, Criteria A).
- Do not include these or any financial documents/statements in the proposal binders.
- **Should a privately held company deem this financial information to be confidential, it must be marked as such on the separate, sealed envelope that contains the financial information.**

1.2 Neither the WCSD, nor any official or employee thereof shall be responsible for the pre/post-opening of, or failure to open an RFQS not properly addressed, identified or mislabeled.

1.3 Proposals submitted by telephone, telegraphic notice, email or facsimile will NOT be accepted.

1.4 RFQS and any signed/acknowledged Addenda shall be submitted in a sealed envelope or box and labeled using the following format:

Firm Name: \_\_\_\_\_

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Mail or Deliver RFQS to: Washoe County School District  
Purchasing Department, Room 0  
14101 Old Virginia Road  
Reno, NV 89521-8912

- 1.5 In order for an RFQS to be considered, it is mandatory that the RFQS documents be received and time-stamped in WCSD's Purchasing Department, Room 0, prior to 2:00 pm (local time) on the due date outlined on Page 1 of this RFQS document.
- 1.6 Information should be prepared to provide a straightforward, concise delineation of capacities to satisfy requirements of the RFQS on WCSD's forms. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis should be placed on conformance to RFQS instructions, responsiveness to RFQS requirements, completeness and clarity of content.
- 1.7 Any irregularities or lack of clarity in the RFQS should be brought to the attention of WCSD's Purchasing Department for correction or clarification.
- 1.8 When a **surety** is required, such surety shall be acceptable only in the form of a Bid Bond, Certified Check or Cashier's Check in the amount stated. The surety must accompany the submission. After award of solicitation by the authorized WCSD representative(s) is obtained, the bid surety of the non-awarded Proposers shall be returned.
- 1.9 Addenda issued may become an integral part of this RFQS. All addenda are posted on the WCSD Purchasing website at: <http://www.washoeschools.net/Page/778>
  - Proposer must acknowledge receipt of Addenda by signing and returning with the original RFQS documents. It is the Proposer's responsibility to insure receipt of any addenda. Failure to submit a signed Addendum may result in rejection of an RFQS.
  - To insure that Proposer receives any Addenda issued on a bid downloaded from the WCSD website, Proposer must notify WCSD Purchasing Department at (775) 850-8025 or email [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) with name, address, phone, and fax numbers. Once this is done, Purchasing will automatically send any addenda documents required by this RFQS.
  - If Proposer is a member of DemandStar and has downloaded a bid document from DemandStar at [www.demandstar.com](http://www.demandstar.com), Proposer will electronically receive from DemandStar any addenda issued. (*Demandstar requires paid membership*)
- 1.10 An authorized representative of Proposer's firm must sign this RFQS document. An unsigned proposal may be disqualified/rejected. Refer to Section 54.0.
- 1.11 Prices quoted shall be F.O.B. Destination and exclusive of federal, state and local taxes. No shipping charges will be allowed.
- 1.12 All costs incurred in the preparation and submission of responses to the RFQS shall be the responsibility of the Proposer.
- 1.13 Proposer assumes any and all risks involved with method of dispatch chosen. WCSD assumes no responsibility for Proposer's failure to deliver RFQS in accordance with the specified receiving point and time stated herein.

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- 1.14 All proposals and accompanying documentation become the property of WCSD and will not be returned.
- 1.15 Exceptions to any of the terms, conditions and/or specifications of this RFQS must be noted in Section 53.0 of this RFQS. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. WCSD reserves the right to accept or reject any exceptions based on the best interest of WCSD.
- 1.16 The Solicitation Facilitator for this RFQS is listed on Page 1 of this document. Proposers may NOT contact anyone else regarding this RFQS. Proposers contracting any other individual including WCSD Staff, Officials, or Board of Trustees may be disqualified.

## 2.0 LATE PROPOSALS

Late proposals will **NOT** be accepted. A proposal may be received any time prior to the due date and time. A proposal arriving after 2:00 pm (local time) of the Due Date noted on Page 1 of this RFQS document will be returned to its sender unopened.

## 3.0 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn by written notification delivered via email provided such notice is received prior to the date and time set for the RFQS opening. A request for withdrawal of a proposal received after the scheduled opening will not be considered.

## 4.0 PROPRIETARY INFORMATION

- 4.1 WCSD is a public entity as defined by state law and, as such, it is subject to the Nevada Public Records Law (Nevada Revised Statute (NRS) Chapter 239). Under said law, all WCSD records are public (unless otherwise declared by law to be "Confidential"), subject to inspection and may be copied by any person.
- 4.2 Proposers are advised that after the Director of Procurement and Contracts has made a Recommendation of Award (ROA), the complete content of all proposals will become public record and nothing contained in the proposal will be deemed to be confidential. Proposers should not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Thus proposals should contain sufficient information to be evaluated without reference to any proprietary information.

## 5.0 VERBAL PRESENTATION/ORAL INTERVIEWS

- 5.1 WCSD reserves the right to require any or all Proposers to give a presentation or demonstration illustrating their abilities relative to this effort and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, Proposer(s) shall make their personnel available within ten (10) calendar days of request.
- 5.2 No cost allowance shall be permitted for this requirement.
- 5.3 WCSD also reserves the right to makes its own Recommendation of Award from the written proposal(s) without presentations and/or formal interviews.

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## 6.0 GOVERNING LAW

- 6.1 Should there be any vendor contract/agreement required, the awarded Proposer agrees that it shall be governed by and construed in accordance with the laws of the State of Nevada. No action involving this contract agreement may be brought except in the courts located in Washoe County, Nevada, USA.

## 7.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- 7.1 As required by Executive Order 12549, Debarment & Suspension, and implemented at 34 CFR Part 85, Proposer must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal department or agency.

- 7.2 Submission of a signed RFQS as required under Section 54.0, is certification that Proposer's firm (or any sub-Proposer) is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency. Submission is also agreement that WCSD will be notified of any change in this status.

- 7.3 If WCSD was required by NRS 332.039.1 to advertise or request a proposal for this solicitation, then by way of a submitted signed Proposal, the Proposer provides a written certification that the Proposer is not currently engaged in, and during the term, shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in Section 3 of Nevada Senate Bill 26 (2017).

### 7.4 Loss of Agreement and/or Inability to Fulfill Requirements

- If Proposer has had an agreement terminated, or has a pending termination, or a settlement to avoid litigation or termination for default during the past five (5) years, all such incidents must be described.
- Termination for default is defined as notice to stop performance due to Proposer's non-performance or poor performance, and the issue was either: (i) not litigated; or (ii) litigated and such litigation determined Proposer to be in default.
- Proposer shall submit full details of all terminations for default, settlements, or pending terminations experienced in the past five (5) years including the other party's name, address, and telephone number. Proposer shall also present its position on the matter.
- WCSD shall evaluate the facts and at its sole discretion may reject the Proposer's response if the facts discovered indicate that completion of an agreement resulting from this RFQS may be jeopardized by selection of Proposer.
- If Proposer has experienced no such settlement or terminations for default in the past five (5) years, and has no pending terminations, it must affirmatively declare this to be so.

## 8.0 FUNDING OUT CLAUSE

- 8.1 Should the funding authority of WCSD fail to appropriate funds to continue payment on a resultant agreement of this RFQS, WCSD may cancel said agreement without termination charge or penalty. Written notification shall be made should this occur.

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8.2 WCSD would only exercise the Funding Out Clause above, if WCSD failed to appropriate the necessary funds to pay for the services under this RFQS; however, should WCSD appropriate the funds at a later time, WCSD could contract for these services with another party at that time.

#### 9.0 DEFAULT

In case of default by awarded Proposer, WCSD may deduct any unpaid balance due the awarded Proposer, procure the product(s) or service(s) from another source, hold the defaulting awarded Proposer responsible for any excess cost occasioned thereby, assess a penalty equal to five percent (5%) of the total contract price, commence with proceedings against any surety and/or performance bond held in conjunction with the contract, debar the awarded Proposer for a period of not less than one (1) year or more than five (5) years, or pursue other applicable legal remedies.

#### 10.0 TERMINATION OF CONTRACT

This contract may be terminated in whole or in part by WCSD for its convenience, but only after the awarded Proposer is given: (A) Not less than thirty (30) calendar days' written notice of intent to terminate; and (B) an opportunity for consultation with the Director of Procurement and Contracts of WCSD prior to termination.

#### 11.0 JOINDER OF LOCAL GOVERNMENTS

NRS 332.195 – Joinder or mutual use of contracts by local governments states the following:

- A governing body or its authorized representative may join or use the contracts of other local governments located within or outside this state with the authorization of the contracting awarded Proposer. The original contracting local government is not liable for the obligations of the local government which joins or uses the contract.
- A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting Proposer. The State of Nevada or other state is not liable for the obligations of the local government, which joins or uses the contract.
- After the award of this RFQS, all transactions, such as but not limited to inquiries, orders, warehousing and payment, will be made between participating local government and the awarded Proposer.

#### 12.0 AMERICANS WITH DISABILITIES

WCSD acknowledges its responsibilities under the Americans with Disabilities Act (ADA) of 1990. WCSD expects all Proposers to be knowledgeable about and comply with the requirements of the ADA.

#### 13.0 INSTALLATION

13.1 If applicable, the awarded Proposer shall make good, to the satisfaction of the Capital Projects and Facilities Management Departments of WCSD, any damage to the work of other trades caused by any installation.

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13.2 Wherever, in these specifications, a particular brand or make of item is specified, the awarded Proposer shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item.

14.0 REQUIRED INSURANCE COVERAGE & VERIFICATION

***NOTE: WCSD reserves the right to amend/adjust any limits (both occurrence and aggregate) listed herein with respect to all insurance coverages based on the estimated project/construction budget (if applicable) should it be deemed in its best interest.***

14.1 The awarded Proposer shall, at the awarded Proposer's sole expense, procure, maintain and keep in force for the duration of the contract insurance conforming to the minimum limits as specified in this document. The awarded Proposer shall furnish WCSD with a Certificate of Insurance (COI) form with Additional Insured Endorsement(s) effecting coverage required (refer to Sections 14.5 and 15.3).

- The authorized Insurer of the awarded Proposer and/or subsequent insurance company(s) issuing the policy(s) shall have no recourse against the WCSD for payment of any premiums, costs or assessments under any form of policy.
- The awarded Proposer's authorized Insurer(s) shall have no right of recovery or subrogation against WCSD.

14.2 The required insurance shall be in effect prior to any services rendered and/or products procured from the awarded Proposer by WCSD and shall continue in force as appropriate until the completion of the contract term.

14.3 The Accord 25 Certificate of Insurance Form or a form substantially similar must be submitted by the awarded Proposer to WCSD to evidence the insurance policies and coverages required.

14.4 The COI must be signed by a person authorized to bind coverage on the behalf of the awarded Proposer. The COI must name WCSD as the Certificate Holder as follows:

Washoe County School District  
Attn: Purchasing Department  
425 E. Ninth Street  
Reno, Nevada 89512

14.5 For the purpose of substantiating the requirement of WCSD to be named as an "Additional Insured," the COI's "Description of Operations/Locations/Vehicles" section shall state the following:

*The WCSD, its officers, employees and volunteers are to be named as an "Additional Insured" on the awarded Proposer's general liability. The coverages shall contain no special limitations on the scope of protection afforded to the WCSD, its officers, employees, agents or volunteers.*

The Additional Insured Endorsement certificate should be the CG 20 10 11 85 or equivalent.

14.6 The COI should state that any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Furthermore, each insurance policy shall not be suspended, voided, canceled or non-renewed by either

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the awarded Proposer or the authorized Insurer without a replacement COI being provided to WCSD during the life of the contract.

- 14.7 Upon renewal of the policies listed, awarded Proposer or authorized Insurer shall furnish the WCSD with replacement certificates.
- 14.8 All COIs and relative endorsements are to be provided to WCSD by the awarded Proposer and must be reviewed and approved by WCSD's Purchasing Department prior to any services being rendered and/or products procured.
- 14.9 WCSD reserves the right to require of the awarded Proposer to make available to WCSD for review complete, "certified" copies of all required insurance policies at any time.
- 14.10 The awarded Proposer's insurance coverage shall be the primary insurance. Any insurance or self-insurance maintained by the WCSD, its officers, employees, agents or volunteers shall be in excess of the awarded Proposer's insurance and shall not contribute with it in any way.
- 14.11 Any failure of the awarded Proposer to comply with the reporting provisions of the policies shall not affect coverage provided to the WCSD, its officers, employees, agents, or volunteers.

#### 15.0 GENERAL LIABILITY INSURANCE

- 15.1 During the life of the contract, the awarded Bidder providing service to WCSD shall maintain comprehensive Commercial General Liability with the following coverages through an insurance carrier(s) licensed to do business in the State of Nevada and having a current **A.M. Best Company** rating of A-:VII or better and approved by the WCSD prior to any services being rendered and/or products procured.
- Damages to Rented Premises
  - Medical Expenses
  - Personal & Advanced Injury
  - Products – COMP/OP Aggregate
- 15.2 Limits shall not be less than one million dollars (\$1,000,000) per occurrence (combined single limits) with no less than two million dollars (\$2,000,000) for General Aggregate. For information regarding A.M. Best Company Ratings please go to: [www.ambest.com](http://www.ambest.com).

#### 16.0 AUTOMOBILE LIABILITY INSURANCE

- 16.1 During the life of the contract, the awarded Proposer shall maintain comprehensive Automobile Liability to include all owned autos, non-owned autos, and hired autos coverage through an insurance carrier(s) licensed to do business in the State of Nevada and having current A.M. Best rating of A-:VII or better.
- 16.2 Limits shall not be less than one million dollars (\$1,000,000) combined single limit.

#### 17.0 WORKERS' COMPENSATION COVERAGE

During the life of the contract the awarded Proposer shall maintain Worker's Compensation coverage as required by law, including statutory limits to include Employer's Liability Coverage with minimum limits of one million dollars (\$1,000,000) for the duration of the contract term.



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18.0 PROFESSIONAL LIABILITY INSURANCE

During the life of the contract, the awarded Proposer shall maintain Professional Liability Insurance (Errors & Omissions) with minimum limits of at least three million dollars (\$3,000,000) per occurrence. The insurance required above may be proved under primary policies or by a combination of primary and excess policies. Professional Liability is not covered under additional Umbrella Liability coverage.

19.0 DEDUCTIBLES AND SELF-INSURED RETENTIONS

19.1 Any deductibles or self-insured retentions must be declared to and approved by the WCSD before any services are rendered and/or products procured.

19.2 WCSD reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductibles and self-insured retentions before any services are rendered and/or products procured.

19.3 WCSD shall be notified of any changes to the deductibles or self-insured retentions made during the term of this contract or during the term of any policy.

19.4 It is understood that the awarded Proposer is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

20.0 LICENSE AND CERTIFICATION

Proposer must be licensed or incorporated to do business in the State of Nevada. Proposer shall possess all applicable licenses and/or certifications to perform this type of service. If applicable, Proposer shall possess appropriate city and/or county business licenses.

21.0 VESTED INTEREST

21.1 Proposer chosen cannot receive any benefits (directly or indirectly) or be party to other agreements that may emanate from recommendations, contracting actions, and or activities related to this effort.

21.2 The only benefit the awarded Proposer may derive from this project is payment for the identified work and optional tasks contained herein, including identified deliverables in awarded Proposer's initial RFQS response and subsequent written additions to the agreement authorized by WCSD.

22.0 WARRANTY

22.1 Proposer warrants that any services rendered under this contract shall be performed with the degree of skill, care, and judgment customarily accepted as sound quality practices and procedures.

22.2 Proposer further warrants that any services rendered under this contract shall fulfill the requirements and intent of the entire contractual agreement inclusive of Proposer's RFQS response.

- If service fails to meet the aforementioned criteria and/or is deemed to be inadequate in the judgment of WCSD, awarded Proposer shall re-perform the service or portion of the service that is unsatisfactory.

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- Awarded Proposer shall be liable for all costs and expenses incurred in the performance of corrective work and services, including travel, per diem, etc.

23.0 ASSIGNMENT

Any attempt by awarded Proposer to assign or otherwise transfer any interest in this RFQS (contract) without the prior written consent of WCSD shall be "VOID."

24.0 ATTORNEY'S FEES

The parties agree that in the event of a dispute, each party will bear its own costs of litigation and attorney's fees.

25.0 COMPLIANCE WITH LAW

Proposer shall comply with all applicable federal, state and local statutes, regulations, ordinances, or other legal requirements which apply.

26.0 CONFIDENTIAL TREATMENT OF INFORMATION

Proposer shall preserve any information obtained, assembled or prepared in connection with the performance of RFQS (contract) in the utmost professional confidence.

27.0 COVENANT

Proposer covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this RFQS (contract). Further, Proposer covenants to its knowledge and ability that in performance of said services no person having any such interest shall be employed.

28.0 DISPUTE RESOLUTION

28.1 Any controversy or claim arising out of or related to the RFQS (contract) or the breach thereof shall be settled by arbitration unless WCSD, at its sole option, rejects arbitration by so notifying Proposer.

28.2 If WCSD rejects arbitration, Proposer shall have thirty (30) days from the date of receipt of rejection to send notice to commence litigation by the service of a summons and complaint upon the WCSD.

28.3 Failure to effect service upon WCSD within said time period shall act as a bar to litigation of the claim, which was the subject of the request for arbitration.

28.4 If the matter is arbitrated, WCSD shall designate whether the rules of the American Arbitration Association or the rules of the Nevada Arbitration Association shall apply. Nevada courts may enter judgment on such awards.

28.5 The parties agree that any arbitrator may not award attorney's fees in any case.

28.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFQS, the awarded Proposer's response, and any agreement submitted by the awarded Proposer, the language in this RFQS shall take precedence.

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29.0 FORCE MAJEURE

Neither party shall be liable for failure or delay in performance under any agreement anticipated by this order in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, raw materials or supplies, inability to obtain or delay in obtaining governmental approvals, permits, licenses or allocations, and any other causes which are not within such party's reasonable control, whether or not the kind is specifically enumerated above. During any period of Proposer's inability to perform, WCSD may acquire from others said goods or services without incurring liability to Proposer.

30.0 PATENT INDEMNITY

Awarded Proposer agrees to indemnify and hold the WCSD harmless from any claim involving patent infringement or copyrights on goods supplied.

31.0 INDEMNITY

31.1 Proposer agrees to defend, indemnify and hold harmless WCSD, its officers, employees, agents, and volunteers from and against all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement if such injury, loss, or damage is due to the gross negligence or intentional misconduct of Proposer, any Sub-Proposer of Proposer, or any officer, employee, or agent of Proposer in the performance of services hereunder.

31.2 WCSD agrees to defend, indemnify and hold Proposer, its officers, and its employees harmless from and against any and all liability, claims, demands, and expenses including court costs and attorney's fees on account of any injury, loss, or damage which arises out of the work performed under this agreement, if such injury, loss, or damage is due to the gross negligence or intentional misconduct of WCSD or any officer, employee, or agent of WCSD subject to the provisions of NRS Chapter 41, including, but not limited to Section 41.035.

31.3 The obligation of this section shall not apply to damages for which WCSD is/shall become liable by final judgment to pay to a third party as the result of the negligence of WCSD. Nothing herein shall constitute a waiver by WCSD of any and all rights and privileges under any governmental immunity act or related statute.

32.0 INTELLECTUAL PROPERTY

Any drawings, written reports or other works made by Proposer shall be considered works for hire and become the property of WCSD. Any such works shall not be stamped with the Proposer's proprietary markings.

33.0 NO THIRD-PARTY RIGHTS

This RFQS (contract) is made for the benefit of WCSD and Proposer, not for any outside party.

34.0 NON-ENDORSEMENT

34.1 As a result of the selection of an awarded Proposer to supply services and/or products under this RFQS, WCSD is neither endorsing nor suggesting that the Proposer's service is the best or only solution.

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34.2 The awarded Proposer agrees to make no reference to WCSD in any literature, promotional material, brochures, sales presentations, or the like, without prior express written consent of WCSD.

#### 35.0 RECORDS

35.1 Records shall be maintained as required by awarded Proposer in compliance with applicable municipal, federal or state laws, ordinances, codes, and as prescribed by WCSD.

35.2 Upon prior written notice, at a mutually agreed upon time and place, all records shall be made available to WCSD.

35.3 WCSD may audit, examine and/or take excerpts or transcripts from such records including, but not limited to, invoices, materials, payrolls, records of personnel, conditions of employment or any other data as may be pertinent to this RFQS.

#### 36.0 SEVERABILITY

If a competent court or arbitrator holds any of the terms, covenants, provisions and agreements contained herein invalid, illegal or unenforceable, this agreement shall be interpreted as if such invalid terms, covenants, provisions, or agreements were not contained herein and the remaining provisions shall be valid and enforceable.

#### 37.0 EXPENSES

In the event that WCSD agrees to pay for any of Proposer's expenses directly related to services and/or products relevant to this RFQS, the following parameters shall apply:

- No overhead and/or profit shall be permitted.
- Proposer shall only receive reimbursement in amounts that are consistent with applicable travel guidelines established by WCSD policies, regulations, and procedures for its own employees at the time the reimbursement request(s) are is/are made.

#### 38.0 REJECTION OF PROPOSALS

WCSD reserves the right to reject any and all proposals received, or any part thereof. Proposals may be rejected for any of, but not limited to, the following causes:

- RFQS lacks signature by an authorized representative of Proposer.
- Evidence of collusion among Proposers exists.
- Proposer fails to meet any terms and conditions as specified in this RFQS.
- Evidence submitted by Proposer leads WCSD to believe that Proposer will be unable to carry out the obligations of the agreement and complete the work described.
- WCSD investigation determines that Proposer is not qualified to meet the obligations of the agreement and complete work described.
- Cost of services exceeds budgetary constraints.

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#### 39.0 REFERENCES

WCSD may investigate information supplied by Proposer to determine its accuracy. Proposer supplying a reference or customer list gives the WCSD permission to contact firms listed and understand that any information gathered may be used in evaluation of the proposal.

#### 40.0 PROPOSAL NEGOTIATIONS

40.1 WCSD shall attempt to negotiate with the Proposer recommended for award prior to award by WCSD's Board of Trustees.

40.2 If the WCSD is unable to negotiate a satisfactory contract with the recommended Proposer, the WCSD shall, formally and in writing, end negotiations with that Proposer and proceed to negotiate with the next Proposer in the order of the selection ranking until a successful contract agreement is reached or negotiations with all ranked proposers end.

40.3 At its sole discretion the WCSD reserves the right to award an agreement without negotiation based upon written proposals.

40.4 The WCSD reserves the right to accept any proposal, which it deems most favorable to the WCSD, and to reject any or all proposals or any portion of any proposal submitted, which is not in the WCSD's best interest.

#### 41.0 CONTRACT AWARD GUIDELINES

41.1 WCSD reserves the right to waive any minor informalities or irregularities in proposals and/or agreements in its best interest.

41.2 WCSD reserves the right to award an agreement on the basis of individual scope of service elements, groups of elements or all elements to a single Proposer. Taking into consideration the specified evaluation criteria, WCSD will select the Proposer whose proposal is most advantageous to the WCSD.

41.3 Contractual commitments are contingent upon the availability of funds as evidenced by the issuance of a purchase order.

41.4 Any additional contract/agreement documents conjoined as part of this RFQS for final award consideration are subject to approval by WCSD's legal counsel and may require approval of the Chief Financial Officer (CFO) or Board of Trustees prior to execution.

41.6 Unless specifically stated herein, if there exists any conflict or inconsistency between terms set forth in this RFQS document, the awarded Proposer's proposal, and any additional contract/agreement submitted by the awarded Proposer, the language in this RFQS document shall take precedence.

41.7 WCSD reserves the right to hold proposals for a period of ninety (90) days from date of opening before awarding or rejecting said proposals.

#### 42.0 RECOMMENDATION OF AWARD / LETTER OF INTENT POSTING

42.1 It is the responsibility of the interested Proposer to obtain the Recommendation of Award and/or the Letter of Intent. Both documents are also posted on the following websites:

- <http://www.washoeschools.net/Page/778>
- [www.DemandStar.com](http://www.DemandStar.com) (*DemandStar requires paid Membership*)

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42.2 Proposer may also obtain a copy of the Recommendation of Award and/or Letter of Intent by contacting WCSD's Purchasing Department via email at [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) or by calling (775) 850-8025.

#### 43.0 APPEAL BY NON-AWARDED PROPOSER

43.1 Any non-awarded Proposer may appeal a pending Recommendation of Award and/or Letter of Intent.

43.2 Appellant must submit a written protest to the Director of Procurement and Contracts no later than six (6) calendar days after the date of the Recommendation of Award and/or Letter of Intent. The notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of the law were violated.

43.3 Appellant shall submit a surety/bond (i.e., Protest Bond or Appeal Bond) with a good and solvent surety company authorized to do business in the State of Nevada or submit other security in a form approved by WCSD, which will hold the bond or other security until a determination is made on the appeal. Such bond must be submitted with the written protest to the Director of Procurement and Contracts.

43.4 The bond or other security shall be in the amount of twenty-five percent (25%) of the total dollar value of Appellant's proposal, up to a maximum bond or other security amount of two hundred fifty thousand (\$250,000).

43.5 The Director of Procurement and Contracts will review the letter of appeal and all relevant documents and make a determination on the appeal.

43.6 If Appellant is not satisfied with Director of Procurement and Contracts' determination, Appellant may then appeal to an appeals committee designated by the WCSD. If Appellant is not satisfied with the appeals committee's response, Appellant may then appeal to the Board of Trustees, who will render the final decision. WCSD reserves the right to waive the appeal being heard by the appeals committee and allow the appeal to move forward to the Board of Trustees.

43.7 Appellant will not seek any type of judicial intervention until WCSD has rendered its final decision on the protest.

43.8 WCSD is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by Appellant in proposal appeal process.

43.9 WCSD will stay any award action until after the Board of Trustees renders a final decision unless Appellant withdraws its appeal.

43.10 If an appeal is granted and a bond was required, the full amount of the posted bond will be returned to Appellant. If the appeal is denied or not upheld, a claim may be made against the bond for expenses suffered by WCSD because of the unsuccessful appeal.

#### 44.0 BID BOND

44.1 When a Bid Bond is required, each proposal shall be accompanied by a surety company certified Bid Bond or Cashier's Check made payable to:

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Washoe County School District  
425 East Ninth Street  
Reno, Nevada 89512  
RE: RFQS # \_\_\_\_\_

44.2 Depending on the requirements, the amount of surety shall not be less than ten percent (10%) of the total RFQS submitted. Said amount to be forfeited to WCSD should the Proposer, to whom the contract is awarded, fail to enter into the contract in accordance with the RFQS.

44.3 Surety of the awarded Proposer shall be retained by WCSD until replaced by a Performance Bond.

45.0 PERFORMANCE BOND

45.1 When a Performance Bond is required, the awarded Proposer shall agree to furnish WCSD with a Performance Bond in the amount equal to one hundred percent (100%) of the total amount of the award for the initial period.

45.2 The Performance Bond shall be made payable to WCSD, executed by one or more surety companies authorized to do business in the State of Nevada.

45.3 The Performance Bond shall be conditioned upon the awarded Proposer’s full performance of the service, in accordance with the plans, specifications, terms and conditions of the award by the Board of Trustees.

45.4 In the event the contract is renewed, a new Performance Bond, if applicable, shall be requested for one hundred percent (100%) of the total amount of the RFQS for the renewal period.

\*\*\*\*\* **END OF GENERAL TERMS AND CONDITIONS** \*\*\*\*\*

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### **SPECIAL TERMS AND CONDITIONS**

#### 46.0 SUMMARY OF REQUEST

- 46.1 WCSD is planning for new high school, middle school, elementary school and administration facilities, capital renewal, revitalization, and modernization of several schools, including classroom enhancements, security improvements, Americans with Disabilities Act (ADA) improvements, potential additions, capital renewal (deferred maintenance) and other miscellaneous projects at selected sites.
- 46.2 In November of 2016, the voters of Washoe County approved the Ballot Question known as WC-1. With the passage of that ballot question, WCSD now has a funding stream to not only build new facilities to relieve overcrowding in existing schools but also improve, modify and add to existing schools. WCSD feels a profound commitment to the students and staff in our facilities as well as to the community served.
- 46.3 Given that more than one quarter of WCSD schools are more than fifty (50) years old and nearly sixty percent (60%) are over three (3) decades old, WCSD's task is a formidable one. The goal of WCSD's Revitalization/Modernization Program is to create the very best, most secure learning environments possible for the students and faculty by making the most effective use of the voter investment in the WC-1 passage.
- 46.4 This document outlines the general services required and the overall proposal requirements. Be advised that some projects may be on an accelerated schedule and firms will be expected to perform to an accelerated schedule when asked.

#### 47.0 SCOPE OF SERVICE

- 47.1 WCSD is soliciting interested and qualified firms to submit proposals to provide CPMCS for: new high schools; middle schools; elementary schools; and administration facilities; capital renewal; revitalization; and modernization of existing elementary, middle, and high schools; and other support facilities within WCSD. The intention of WCSD is to develop a qualified list (pool) of pre-qualified CPMCS firms from which WCSD may solicit proposals and contract with for specific projects.
- 47.2 The award of a firm on the pre-qualified list (pool) is not a promise or guarantee of employment by WCSD. WCSD reserves the right to contract with awarded firms for various projects in the manner that is deemed to be in the best interest of WCSD.
- 47.3 WCSD may enter into an agreement with any awarded CPMCS firm using WCSD's standard agreements or an agreement/contract may be in the form of a WCSD Purchase Order.
- 47.4 The Scope of Services required of any awarded CPMCS from this RFQS include, but are not limited to, the following:

**Planning/Design Phase duties may include:**

- A. Familiarity with project needs, budget, and timing.
- B. Review proposals received from design consultants for scope and reasonableness to provide recommendations to the WCSD.
- C. Review proposals received from contractors for preconstruction phase for scope and reasonableness to provide recommendations to the WCSD.



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- D. Review level of effort and associated costs for reasonableness and appropriate quantity.
- E. Interact with design consultant as needed to obtain appropriate scope and level of effort.
- F. Monitor design phase schedule and progress throughout all phases.
- G. Review design phase submittals and recommend approval.
- H. Monitor project budget to ensure compliance with the WCSD's project budget.
- I. Monitor progress of design team to ensure submittal of required documents
- J. Ensure that project is properly maintained in tracking software.
- K. Review invoices for reasonableness, correctness, and appropriate charges.
- L. Provide weekly status reports in prescribed format.
- M. Attend weekly program meetings.
- N. Participate in and maintain minutes of critical design phase meetings.
- O. Participate in pre-bid meetings.
- P. Facilitate the functioning of an integrated project delivery team.
- Q. Additional tasks associated with successful project management.
- R. Participate in other meetings as required.

**Construction Phase duties may include:**

- A. Evaluate contractor proposals and make recommendations to WCSD Management related to contractor selection.
- B. Proactively manage change on the project.
- C. Review and approve contractor's change order requests for entitlement and cost.
- D. Manage project contingencies and allowances.
- E. Monitor project budget to ensure compliance with the WCSD's project budget.
- F. Monitor construction schedule and report variances.
- G. Ensure that project is properly maintained in tracking software.
- H. Review invoices for reasonableness, correctness, and appropriate charges.
- I. Provide daily status reports in prescribed format.
- J. Attend weekly program meetings.
- K. Participate in and maintain minutes of critical construction phase meetings.
- L. Maintain project documentation in compliance with program standards.
- M. Facilitate the functioning of an integrated project delivery team.
- N. Additional tasks associated with successful project management.
- O. Evaluate Daily work by contractors (site inspections).
- P. Identify issues and corrective action to be taken by contractor.

**Closeout Phase duties may include:**

- A. Assist with final punch list and final inspections.
- B. Assist in review and transfer of the final warranty/guarantee.
- C. Assist with final commissioning and project turn over.

**Duties throughout the project may include:**

- A. Understand and represent WCSD's goals and objectives for contracted project(s).
- B. Coordinate project activities with WCSD's architect(s) and other consultant(s).
- C. Coordinate project activities with WCSD's Capital Projects Department assigned personnel, while supporting and accepting direction from Director(s).

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- D. Provide recommendations, if appropriate, which may be incorporated into plans and specifications for contracted project(s).
- E. Review of existing facilities and systems.
- F. Planning and programming of new and existing facilities and systems.
- G. Provide construction cost estimating.
- H. Provide construction administration.
- I. Assist and/or manage construction inspections.
- J. Assist in determining construction scheduling.
- K. Understand and monitor prevailing wage/labor management.
- L. Provide post construction services/record drawings for project close-out.
- M. Provide administrative support as required.
- N. Miscellaneous duties related to effective and successful project management as required.
- O. Coordinate and communicate effectively with various consultants, agencies, regulatory agencies, other WCSD employees, and/or others as needed.

#### 48.0 SUBMITTAL REQUIREMENTS & FORMAT CHECKLIST

***NOTE: RFQS should be organized in the following format for ease of evaluation.***

- Include a Table of Contents with proposal submission.
- Provide all required documentation per Section 1.1.4 (FINANCIAL STABILITY).
- ALL** Required Submittal Forms (Sections 51.0 through 54.0) must be submitted with RFQS or the proposal may be rejected. Should Proposer fail to sign under authority the RFQS document (Section 54.0), then the proposal may be disqualified/rejected (refer to Section 1.10). Please provide these forms in submission under a separate tab or tab(s).
- Include a statement of interest on firm's letterhead with firm's full name, legal status (sole proprietor, partnership, corporation or other), address, telephone, fax number, email, and website address. State whether firm's organization is national, regional or local. State the location of the office from which firm's work would be performed. For firms with multiple offices, briefly summarize for each office (identify *HOMEBASE*, if multi-office firm).
  - Explain why firm is interested in working for the Washoe County School District.
- Provide an overview of the firm and its work, describing the firm's capabilities, experience and knowledge. Profile should demonstrate range of experience (project types, client mix) and project management/construction management with other public sector clients including other school districts. In particular, explain firm's experience with school districts of similar size.
- Identify each principal of the firm and all key personnel with detailed resumes that clearly reflects specific experience and/or professional educational background in his/her represented field(s) of expertise.
- Provide an organizational chart showing the structure of the team and the key personnel to be assigned to projects.
- Clearly identify one individual who will serve as WCSD's main point-of-contact for the solicitation process only and include a phone number and email address.

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- Clearly identify proposed staffing levels based on project size and complexity and include a brief synopsis of experience or reference to included resumes.
- Identify sub-consultants, if any, by name, address and describe work that may be performed.
- If the firm's assigned personnel change for any contracted project, WCSD must review and approve the replacement personnel in advance. The replacement personnel shall have, at minimum, equivalent qualifications as the original assigned personnel.
- Evaluation Criteria A through F (per Section 49.0) must be addressed/included in submitted proposals.

#### 49.0 EVALUATION CRITERIA

An evaluation committee will review the responses and determine by highest score the best proposal in accordance with the following evaluation criteria (A through G), which are listed below in no particular order. Final selection will be subject to review and approval by WCSD's Board of Trustees:

##### A. FINANCIAL STABILITY (PASS OR FAIL)

- Submission and review as required per Section 1.1.4 of this RFQS.
- WCSD's Office of Business & Financial Services will review all financial statements submitted by Proposers.
- Should a Proposer's submission of said financial stability be marked as "Fail," then the Proposer's submission will be rejected in its entirety and will not be considered for award.

##### B. CONSTRUCTION PROJECT MANAGEMENT ABILITIES

- Describe firm's capacity to complete projects on schedule and to retain firm control of costs.
- Demonstrate ability to forecast, predict, estimate, and control project costs and to forecast time schedule for both design and construction.
- Provide firm's management style as it pertains to working with architects and owners and overall construction administration.
- Describe how firm will provide design-phase services in conjunction with all architectural firms awarded work by WCSD; and how firm will provide assistance with bidding.

##### C. CONSTRUCTION MANAGEMENT STYLE

- Describe firm's management style as it pertains to working with contractors during the construction phase.
- Describe firm's ability to work with diverse decision-makers (i.e., WCSD staff, community members, consultants, committees, the WCSD Board of trustees, etc.).
- Describe how firm assists contractor(s) in keeping on schedule.
- Describe how firm assists architect and project inspectors to insure that the highest level of quality is maintained.
- Describe how firm tracks cost of project(s) and effectively reports status of project to owner (e.g. WCSD).

##### D. PROJECT MANAGEMENT SKILLS

- Describe firm's level of skills in document management and use of technical and innovative resources (e.g. software).
- Describe how firm manages cost and maintains quality.

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- Describe level of communication skills and how firm may lead the value engineering and cost reconciliation process.
- Describe level analytical skills, project schedule management and leading users in signing off on the designs.
- Describe firm’s approach to conducting design and constructability reviews of architectural design work for WCSD projects.

**E. CONSTRUCTION INSPECTIONS & QUALITY CONTROL**

- Describe how firm provides inspection and oversight of construction to ensure procedures and materials comply with plans and specifications.
- Describe how the firm examines the quality of installations for conformity to both industry and WCSD standards and specifications.
- Describe how firm interprets drawings and specifications and discusses deviations with all parties involved.
- Describe the process used by firm to coordinate and review construction documents in order to minimize construction change orders.
- Does firm provide neat, accurate and complete records maintenance and maintain active participation in applicable project meetings.
- Describe how firm may monitor and document that materials are delivered and incorporated into the site work, as required.
- Does the firm provide assistance in semi-final/final inspections; punch list preparation and completion monitoring; and assist with smooth and timely project close-outs.
- Describe what other quality control procedures and processes that firm may bring to WCSD.

**F. COMPLETED PROJECT EXPERIENCE & REFERENCES**

- List up to five (5) projects (preferably Public Works with public agencies, including, but not limited to K-12 school districts of similar size) completed by firm within the last five (5) years. Include project name, location, size and date constructed.
- For each referenced project include examples of cost estimating, and if applicable, include bid results for the represented projects.
- Include the value of the total change orders (expressed as percent above construction costs) for each of the representative projects.
- Include a list of references including contact names, telephone numbers, addresses, and emails for the representative projects.

**50.0 TIMELINE OF EVENTS RELATED TO RFQS:**

The following is the **TENTATIVE** schedule of events for the RFQS submittal and selection process. WCSD reserves the right to change the schedule at any time.

<b>Schedule of Events</b>	<b>Date/Time</b>
RFQS Released/Posted/Distributed	July 20, 2018
Deadline for Submitting Questions <i>(via email)</i>	July 27, 2018
Addendum for Q & A Posted	August 1, 2018
Sealed RFQs Due/Open	August 15, 2018
Award of RFQS Selection by WCSD Board of Trustees	October 23, 2018
Notice of Award	October 24, 2018

\*\*\*\*\* **END OF SPECIAL TERMS AND CONDITIONS** \*\*\*\*\*

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**REQUIRED SUBMITTAL FORMS**

(Sections 51.0 – 54.0)

51.0 PUBLIC DISCLOSURE FORM

Submitting Firm/Agency Name: \_\_\_\_\_

In understand that per NRS 281A.020 a public office is a public trust and shall be held for the sole benefit of the people; and a public officer or employee must commit himself or herself to avoid conflicts between the private interests of the public officer or employee and those of the general public who the public office or employee serves.

Furthermore, I understand that pursuant to Washoe County School District (WCSD) Board of Trustees Policy 4505 and per NRS 281A.400, WCSD employees (as public officers) shall not seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity, including, but not limited to, unlawful compensation, salary, retainer, augmentation, expense allowance, commission, personal profit, pecuniary interest in the course of performing WCSD duties. In addition, WCSD employees (as public officers) shall not use their positions to secure or grant unwarranted privileges, preferences, exemptions or advantages for the public officer or employee with any business entity.

I certify and acknowledge by signature below that I am a duly authorized agent of the submitting firm/agency named above and that failure to disclose all facts relative to a conflict or potential conflict of interest (ethical standards) with regards to the specific solicitation to which the firm/agency is submitting to WCSD may result in a rejection of said solicitation submission or termination of any resulting contract/agreement should the above-named firm be awarded.

- A. I certify that I and my firm/agency and/or principals of my firm/agency have no pecuniary/financial interests between WCSD, Officers of WCSD, key employees of WCSD, current and former WCSD Board of Trustees members, and any other current and former WCSD personnel.
- B. To the third degree of consanguinity (refer to chart below), I have listed all of my and firm/agency principals and firm/agency key personnel's personal relationships, partnerships, correlations, and relatives (by blood and/or marriage) between WCSD, Officers of WCSD, key employee of WCSD, current and former WCSD Board of Trustees members and any other current and former WCSD personnel.

Please complete form on the next page. Additional sheets may be attached if necessary.

Write in **N/A** if non-applicable.

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Submitting Firm Employee Name (First, Last)	Title / Position	Relationship / Association to WCSD Personnel	Name of WCSD Personnel	Pecuniary Interest (Y or N)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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52.0 FIRM INFORMATION

Firm Name:	
Address:	
City:	State:
Phone #:	Fax #:
Email:	

53.0 EXCEPTIONS TO THE TERMS, CONDITIONS AND SPECIFICATIONS

Exceptions to the Terms, Conditions and Specifications of this RFQS must be noted in the space provided. Failure to note said exceptions shall be interpreted to convey that Proposer shall propose to perform in the manner described and/or specified. If more space is required, please attach additional sheet(s) referencing RFQS title and number. **This form must be signed whether or not there are exceptions noted.**

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54.0 SUBMISSION SIGNATURE REQUIRED

By signing below, I acknowledge the following:

- I am an authorized agent for Proposer's firm.
- Proposer has read, understands and agrees to the terms and conditions in this RFQS and accompanying documents.
- Proposer intends to supply the materials and/or services specified herein.
- Proposer shall provide, execute, and maintain insurance policies as specified herein.
- Proposer shall comply with all federal, state, city, local, county, WCSD statutes, other regulations and requirements.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date