

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
REQUEST FOR APPROACH

No.

Project Specifications and Instructions
for Submitting an Approach to Furnish

[Project Description]

in

[Location]



Susan Martinovich, P.E., Director
Department of Transportation

SECTION I - INSTRUCTIONS TO ON-CALL FIRMS

The enclosed "Request for Approach" (RFA) is being sent to firms from the 2011-2012 On-Call, [REDACTED] discipline list, for use in submitting project specific information that will be used to select a firm with whom NDOT hopes to negotiate an agreement for the described services.

The Project Specific Approach must be submitted in a Portable Document Format (PDF). Faxed information will not be accepted. The Project Specific Approach must be received **NO LATER THAN 3:00 P.M., on (date)**, and e-mailed to agreeservices@dot.state.nv.us with the e-mail subject line addressed **exactly** as follows: **RFA Submittal for RFA # [REDACTED]**.

Submittals received after the specified deadline or submitted to the wrong location **will not** be considered and will be disposed of in an appropriate manner suitable to the State.

Any submittal received prior to the date and time specified above may be withdrawn or modified by written request from the submitting Firm. To be considered, however, the modified submittal must be received by the time and date specified above. Oral interviews may be conducted for each firm submitting a Project Specific Approach.

All materials submitted in accordance with the prescribed deadline become the property of the Nevada Department of Transportation (NDOT) and will not be returned, selection or rejection does not affect this right. The submittal will be signed by a person legally authorized to bind the submitting Firm. Approaches submitted are considered confidential and copies will not be released to persons requesting them until negotiations are completed and an agreement has been successfully executed. Any request for copies must be submitted in writing for further consideration by NDOT.

Confidential Information, Trade Secrets and/or Proprietary Information must be clearly marked as Confidential. The failure to mark this information shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

There will be a MANDATORY pre-submittal meeting held on _____ (date) _____, at (time) _____, at the _____. Requirements of this project will be presented at this meeting. (If applicable)

Please direct all questions concerning this RFA to Agreement Services at (775) 888-7070 or agreeservices@dot.state.nv.us.

Issuance of this RFA shall in no way constitute a commitment by the NDOT to execute an agreement. The NDOT reserves the right to reject any or all submittals received in response to this RFA, or to cancel this RFA if it is deemed in the best interest of the State to do so.

The NDOT reserves the right to issue supplement releases to this RFA prior to the closing date. In the event it becomes necessary to supplement any part of this RFA, NDOT will provide copies of the supplements to all On-Call firms who have received the RFA.

The NDOT assumes no financial responsibility in connection with the costs incurred in the preparation and submission of the Approach packet.

The prime On-Call Firm and its Project Manager shall comply with the Registration Requirements of Chapter 625 **[Chapter 623]** of the Nevada Revised Statutes (NRS),

201 . Written responses will be distributed by the DEPARTMENT on or before , 201 .

SECTION II – SCHEDULE

Task	Date/Time
Request for Approach (RFA) Issued	
(MANDATORY) Pre-submittal Meeting	
Proposer Questions Submittal Due Date	
DEPARTMENT's Response to Proposer Questions	
RFA Due Date	
Anticipated Notice of Intent	
Recommendation to Board of Transportation	
Anticipated Notice of Award	

SECTION II - DBE REQUIREMENTS

(If applicable, use when there is a goal)

** The NDOT has established a Disadvantaged Business Enterprise (DBE) participation requirement of _____ percent (___ %) of the total dollar value of the negotiated agreement with the Proposer. No s will be considered unless the DBE requirement is clearly established and documented, at the time the proposal is due.

** A DBE must be a small business concern as defined pursuant to Title 49, Part 26 of the Code of Federal Regulations.

** A DBE must be certified by the NDOT prior to submittal of proposal before credit may be allowed toward the DBE requirement. Information regarding which firms are certified or how to become certified may be obtained by contacting the Contract Compliance Office, 1263 South Stewart Street, Carson City, NV 89712, telephone number (775) 888-7497. DBE status continually changes; therefore, it is recommended you verify certification with Contract Compliance before submitting a proposal.

** ***Proposers shall include the following information in their submitted proposal:***

- ◆ ***Copy of selected DBE's Certification from the NDOT.***
- ◆ ***Letter of intent from selected DBE's stating work to be performed and percentage of DBE goal to be met.***

** A Proposer submitting a proposal who is unable to meet the DBE requirement may be considered eligible by making a documented "good faith effort." The documentation towards a "good faith effort" must be submitted with the proposal and will be evaluated at that time. The "good faith effort" must be a substantial documented effort that may include but is not limited to the items listed in Title 49 CFR, Part 26 of the Code of Federal Regulations.

** **Each proposal shall clearly indicate the satisfaction of the DBE requirement.** A proposal received by the NDOT that does not clearly indicate the satisfaction of and compliance with the DBE requirement shall be rejected and will be disposed of in an appropriate manner suitable to the State as non-responsive.

(If there is not a goal, use the following paragraph)

** There are no Disadvantage Business Enterprises (DBE) requirements for the project.

SECTION III – NEVADA BUSINESS LICENSE REQUIREMENT

The Nevada State Board of Examiners (BOE) passed a resolution requiring any vendor entering into an agreement with the State of Nevada to perform any work, is contingent upon verification the vendor has a valid and active Nevada Business License and if they are Nevada corporation, LLC, LP, LLP, or LLLP, or non-profit corporation, that their corporation is active and in good standing. Additionally, if they are a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, they must be registered as a foreign equivalent in Nevada, in active status and in good standing.

Each Proposer shall clearly state, at time of submittal, their willingness to adhere to this requirement by providing a copy of their Nevada Business License, a copy of their application from the Secretary of State Office or provide a print out of entity status that can be obtained from the Nevada Business Search found on the homepage of the Secretary of State's website www.nvsos.gov.

Award of any RFA is contingent on a Proposer having and holding an active, valid Nevada Business License. A Proposer must satisfy this requirement before execution of the agreement. If a Proposer is unable or unwilling to adhere to this requirement, the NDOT will deem the Proposer as non-responsive and the NDOT shall proceed to negotiate with the next most qualified firm and so on until an acceptable agreement is negotiated.

To apply for your Nevada Business license or to file appropriate formation documents with the Secretary of State's office, please visit www.nvsos.gov. Business licenses can be obtained immediately by applying on-line; paper applications may take 4-8 weeks for processing.

SECTION IV - SELECTION PROCESS

Selection will be based on the factors shown on the attached On-Call Evaluation Criteria Form which will be used by a committee(s) to evaluate the written submittals. Based upon the number of submittals solicited, a "short list" of firms may be established and reviewed by a second committee. The second committee will review the submittals and may conduct interviews. If the NDOT elects to interview, the submitting Firm shall be notified of the interview schedule. The same attached evaluation criteria form will be used for all reviews and interviews. Failure of a firm to appear at the interview will be considered non-responsive, and that firm will be eliminated from any further consideration. The Committees will be comprised of NDOT staff and others representing local entities who shall remain anonymous.

All evaluators may use the information submitted in the firm's original On-Call proposal in addition to the information submitted to this RFA and presented at the interview, if applicable, to arrive at the final ranking. The firms will be ranked and an agreement shall be negotiated following the selection of a Firm. If an acceptable agreement cannot be reached with the initial Firm selected, the NDOT shall proceed to negotiate with the next most qualified firm and so on until an acceptable agreement is negotiated.

The Committees tasked with ranking the Submittals will be comprised of DEPARTMENT staff and other members representing local entities who shall remain anonymous to protect the integrity of the procurement process.

SECTION V - BACKGROUND

[DESCRIPTION OF PRIOR WORK ON SAME ROUTE, PRIOR PHASES, OTHER CITY/COUNTY CONCURRENT WORK, ETC.]

SECTION VI - SCOPE OF SERVICES

[DETAILED DESCRIPTION HERE OR INCLUDE AS AN ATTACHMENT]

SECTION VII - PROJECT SCHEDULE

[DETAILED DESCRIPTION OF THE PROJECT SCHEDULE OR INCLUDE AS AN ATTACHMENT]

SECTION VIII - SUBMITTAL CONTENT

Submittals shall be brief and to the point. One section of the Submittal shall be devoted to each topic listed below with such sections separated by a tabbed divider page. The cover letter shall not exceed one single-spaced, single-sided 8½" x 11" page and shall include the Proposer's contact person with his/her mailing address, telephone number, and email address. The proposal must be signed by the individual(s) legally authorized to bind the Firm as per NRS 333.337.

The pricing information required to be provided with the Submittal must be submitted as a separate document clearly marked "Cost Proposal" along with the Proposer's identifying information.

OR

No pricing information is to be provided with the Submittal. The selection is based on the Proposal offering the best value to the DEPARTMENT. Pricing shall be negotiated with the most qualified firm after conclusion of the evaluation process.

The submittals shall include:

A. EVALUATION CRITERIA ITEMS

- 1. Project Specific Approach:**
 - a. Describe your team's understanding of project requirements contained in the Scope of Services.
 - b. Identify specific methods to be used to complete each project requirement.
 - c. Identify potential complications or difficulties that might be encountered in the implementation of required services along with suggested resolutions for each.
 - d. Other factors. **(If applicable)**

- 2. Project Team:**
 - a. Provide a summary of education for the key project team assigned to this project.
 - b. Provide a summary of the Team's past experience with similar projects.
 - c. Provide the Team's proximity to Project location.
 - d. Other factors. **(If applicable)**

B. SUBMITTAL LIMITATIONS

Electronic submittals shall be limited by the following:

1. Submittal package must be in a Portable Document Format (PDF). The PDF package should include Firm Cover Letter, Nevada State Business License or copy of Secretary of State Application, Project Specific Approach and Resumes for the key project team.
2. The total Project Specific Approach section shall not exceed _____ (____) single-spaced pages and the Project Team section shall not exceed _____ (____) single-spaced pages for a total package of _____ (____) single-spaced pages. Firm Cover Letter, Nevada State Business License and Resumes do not count against the Project Specific Approach page requirement.

C. DISCLOSURE OF CURRENT AND FORMER STATE EMPLOYEES

Proposals from Firms employing current employees or former employees of the State of Nevada will be considered pursuant to the requirements and limitations set forth in the DEPARTMENT Administrative Manual, NRS Chapter §281, and NRS Chapter §284.

The Nevada Legislature passed Assembly Bill No. 240 (AB 240) requiring any vendor entering into an agreement with the State of Nevada to identify certain employees who will be providing services for the State of Nevada. The DEPARTMENT will follow the process established by the Nevada Department of Administration and outlined in the State Administrative Manual (SAM), sections 322, 323, and 344. If the apparent top-ranked firm proposes any current state employees or former state employees who left state service within the preceding two (2) years, the DEPARTMENT must request approval from the State Board of Examiners (BOE) prior to entering into an agreement with such firm. Upon approval from the BOE the DEPARTMENT will proceed with the negotiation and agreement processes per DEPARTMENT procedures. In the event of a denial by the BOE, the proposer will be allowed one (1) opportunity to replace the disapproved employee with another employee who possesses substantially equivalent capabilities. The DEPARTMENT has the authority to approve or deny the equivalent employee. If the DEPARTMENT approves the equivalent employee, the DEPARTMENT will proceed with the negotiation and agreement processes per DEPARTMENT procedures. If the DEPARTMENT denies the equivalent employee, the DEPARTMENT will proceed to negotiate with the next most qualified firm and so on until an acceptable agreement is negotiated.

If the proposed team includes current state employees or former state employees who left state service within the preceding two (2) years, the proposer shall submit, as part of their proposal, the appropriate form (Authorization Current Employee, Authorization Former Employee) to assist the DEPARTMENT in requesting approval from the BOE. The forms are located at http://purchasing.state.nv.us/contracting/current_and_former.htm. The submitted form may or may not be used by the DEPARTMENT as a template in requesting approval of the proposed team member.

A. NOTIFICATIONS

The DEPARTMENT shall issue its Notification of Intent to Award in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Transportation Board [**Board of Examiners (if applicable)**], when required. Negotiations shall be confidential and not subject to disclosure to competing firms. The terms agreed to by the parties shall be confidential until an agreement is executed. If contract negotiations cannot be concluded successfully, the Department, at its sole discretion and upon written notice to all firms, may negotiate a contract with the next highest ranking firm or withdraw the RFA and cancel this procurement.

The DEPARTMENT shall issue a Notification of Award in accordance with NAC §333.170 at which time, proposals are no longer confidential and can be requested via a Public Records Request which can be found at: http://www.nevadadot.com/Public_Involvement/Public_Involvement.aspx#prrequests

SECTION IX - TERMS, CONDITIONS AND EXCEPTIONS

This procurement is being conducted in accordance with NRS Chapters 333 and 408 and NAC Chapter 333.

The DEPARTMENT reserves the right to alter, amend, or modify any provisions of this RFA, or to withdraw this RFA, at any time prior to the award of a contract pursuant hereto, if, in the sole discretion of the DEPARTMENT, it is in the best interest of the state to do so.

The DEPARTMENT reserves the right to waive informalities and minor irregularities in proposals received.

The DEPARTMENT reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).

The DEPARTMENT shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335). **(If applicable, do not insert if pricing is not requested in the RFA)**

Any irregularities or lack of clarity in the RFA must be brought to Agreement Service's attention as soon as possible so that corrective addenda may be furnished to all Proposers.

Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFA or by an addendum or an amendment to the RFA.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

All materials submitted in accordance with the prescribed deadline become the property of the DEPARTMENT and will not be returned. The DEPARTMENT's selection or rejection of a Proposal does not affect this right. The master copy of each proposal shall be retained for official files and will become public record after execution of a contract. Only specific parts of the proposal may be labeled a "trade secret," provided that the Proposer agrees to defend and indemnify the DEPARTMENT for honoring such a designation (NRS §333.333); unsuccessful proposals containing "trade secrets" will be returned pursuant to NRS 293.010. The failure to so label any information shall constitute a complete waiver of any and all claims for damages caused

by any release of such information by the DEPARTMENT. The DEPARTMENT shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

A proposal submitted in response to this RFA must identify any subconsultants, and outline the contractual relationship between the awarded Proposer and each such subconsultant. An official of each proposed subconsultant must sign, and include as part of the proposal submitted in response to this RFA, a statement to the effect that the subconsultant has read this RFA and agrees to abide by the awarded Proposer's obligations. A subconsultant's compliance with these requirements does not create a contractual relationship between the subconsultant and the DEPARTMENT.

The awarded Proposer will be the sole point of contract responsibility. The DEPARTMENT will look solely to the awarded Proposer for the performance of all contractual obligations which may result from an award based on this RFA, and the awarded Proposer shall not be relieved for the non-performance of any or all of its subconsultants.

The awarded Proposer must maintain, for the duration of its contract, insurance coverage's as set forth in the agreement executed in response to this RFA. Work on the contract shall not begin until after the awarded Proposer has submitted to the DEPARTMENT acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or alternative method of insurance acceptable to the DEPARTMENT in its sole discretion will be deemed a breach of contract.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFA. Any such relationship that might be perceived or represented as a conflict must be disclosed. By submitting a proposal in response to this RFA, Proposers affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Proposer's proposal. An award will not be made where a conflict of interest exists. The DEPARTMENT, in its sole discretion, will determine whether a conflict of interest exists and whether it may reflect negatively on the DEPARTMENT's selection of a Proposer. The DEPARTMENT reserves the right in its sole discretion to impose additional requirements upon the Proposer to mitigate such conflict of interest or to disqualify any Proposer on the grounds of an actual or an apparent conflict of interest.

The DEPARTMENT will not be liable for Federal, State, or Local excise taxes.

The DEPARTMENT reserves the right to negotiate final contract terms with any Proposer selected in accordance with NAC §333.170. The contract between the parties will consist of the final executed contract, the RFA together with any modifications thereto, and the awarded Proposer's proposal, together with any modifications and clarifications thereto that are incorporated at the request of the DEPARTMENT during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, addenda to the RFA, the RFA, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the DEPARTMENT in its evaluation of a proposal. Any misrepresentation by a Proposer shall be treated as fraudulent concealment from the DEPARTMENT of the true facts relating to the proposal.

No announcement concerning the award of a contract as a result of this RFA can be made without the prior written approval of the DEPARTMENT.

The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

SECTION X – PROTEST PROCEDURE

Protests may be filed only with respect to:

1. Allegations that the terms of the RFA are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed the DEPARTMENT's authority, and/or
2. A determination as to whether a Proposal is responsive to the requirements of the RFA or failed any Pass/Fail criteria, as applicable, and/or
3. Award of an Agreement.

A. DEADLINES FOR PROTESTS

Protests concerning the issues described in Section XII(1) and contained in the RFA must be filed no later than ten (10) calendar days prior to the Proposal due date, and those contained in any amendment to the RFA must be filed no later than three (3) business days after DEPARTMENT distributes the related addenda.

Protests concerning the issues described in Section XII(2) must be filed within ten (10) calendar days after the DEPARTMENT issues its notice to a Proposer that its Proposal was deemed nonresponsive or failed any pass/fail criteria.

Protests concerning the issue described in Section XII(3) must be filed within ten (10) calendar days after the DEPARTMENT issues the Notice of Award.

DEPARTMENT will not accept any protests received after the above-stated deadlines for receipt of such protests.

B. PROTEST CONTENTS

Protests shall include Information about the protesting firm, including firm name, mailing address, phone number, and name of the individual responsible for submission of the protest. Protests shall completely and succinctly state the grounds for protest, its legal authority, its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

C. FILING OF PROTEST

Protests shall be in writing and filed by hand delivery on or before the applicable deadline to:

Nevada Department of Transportation
ATTN: Administrative Services/Dispute Resolution Office
1263 South Stewart Street, Room 101
Carson City, NV 89712

The Proposer filing the protest shall concurrently submit a copy of the protest to other Proposers whose addresses may be obtained from the Department.

D. COMMENTS FROM OTHER PROPOSERS

Other Proposers may file statements in support of or in opposition to the protest within seven (7) calendar days of the filing of the protest. The DEPARTMENT shall promptly forward copies of all such statements to the protester. Any statements shall be sworn and submitted under penalty of perjury.

E. BURDEN OF PROOF

The protester shall have the burden of proving the basis of its protest. The DEPARTMENT may, in its sole discretion, discuss the protest with the protester and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

F. DECISION ON PROTEST

The DEPARTMENT's Director or designee shall issue a written decision regarding the protest within thirty (30) calendar days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, the DEPARTMENT may, in its sole discretion, make appropriate revisions to the RFA by issuing Addenda.

G. PROTESTER'S PAYMENT OF COSTS

If a protest is denied, the Proposer filing the protest shall be liable for the DEPARTMENT's costs reasonably incurred to defend against or resolve the protest, including attorney's fees, consultant fees and costs, and any reasonably unavoidable damages sustained by the Department as a consequence of the protest.

H. RIGHTS AND OBLIGATIONS OF PROPOSERS

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest provided in this Section XII and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold harmless the DEPARTMENT and its officers, employees, agents, and consultants from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. **Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.**

No Stay Pending Final Determination: Agreement negotiations with the selected Proposer/Bidder shall not be stayed during the pendency of any protest. Any agreement with the selected Proposer/Bidder shall be made contingent upon the outcome of any pending protest.

Attachments:

On-Call Evaluation Criteria Form
Sample Agreement