

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSAL

No. 500-11-006

Project Specifications and Instructions
for Submitting a Proposal to Furnish

NDOT Customer Satisfaction Survey
in
Nevada



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

SECTION I - INSTRUCTIONS TO PROPOSER

The enclosed "Request for Proposal" (RFP) is being advertised for use in submitting information that will be used to select a firm with whom we hope to negotiate an agreement for the described services.

The proposer shall submit five (5) CDs, with each CD containing one (1) typewritten, legible proposal contained within one (1) PDF file. Each CD shall also include a separate PDF file of the proposer's Statement of Qualification. Faxed proposals will not be accepted. Written proposals must be received **NO LATER THAN 3:00 P.M., on Monday, December 19, 2011,** and addressed **exactly** as follows:

Agreement Services
Nevada Department of Transportation
Attn: RFP #500-11-006
1263 South Stewart Street, Room 101
Carson City, NV 89712

Proposals 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.

Proposers not currently prequalified (or desiring to prequalify) in the Public Outreach/Public Participation Assistance discipline will first be reviewed to determine if they meet the minimum qualification set forth for the discipline. Any proposals submitted that do not meet the minimum prequalification requirements, as outlined below, will be disposed of in an appropriate manner suitable to the State without further review.

Public Outreach/Public Participation Assistance:

NDOT is soliciting qualified proposers to assist the Department in promoting public outreach and public participation to improve communication and customer satisfaction. This can include assistance to promote public outreach through all communication outlets and avenues for projects, planning activities, transportation safety, or any other activity determined by the Department. Generally, assistance will promote the vision, mission, and goals of NDOT to be the nation's leader in delivering transportation solutions and improving Nevada's quality of life.

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the Proposer. To be considered, however, the modified proposal must be received by the time and date specified above. Oral interviews may be conducted for each firm that submits a written proposal.

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 proposal will be signed by a person legally authorized to bind the Proposer. Proposals 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 of proposals must be submitted in writing for further consideration by NDOT by utilizing the process on the NDOT website at http://www.nevadadot.com/Public_Involvement/Public_Involvement.aspx#prrequests.

Confidential Information, Trade Secrets and/or Proprietary Information must be sealed in a separate package and clearly marked Confidential. The failure to separate and mark this

information shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

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

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

The NDOT reserves the right to issue supplements to this RFP prior to the closing date. In the event it becomes necessary to supplement any part of this RFP, NDOT will provide copies of the supplements to all who have communicated to NDOT Agreement Services that they received the RFP.

The NDOT assumes no financial responsibility in connection with the costs incurred in the preparation and submission of the Proposer's proposal packet.

With this RFP, the Proposer is furnished a copy of the draft agreement. **To maintain consistency between the NDOT and its Service Provider's, only those portions of the "Draft Agreement" that are open for negotiation shall be blank.** A pre-negotiation audit may be required by the NDOT's Internal Audit Division. All NDOT audits will be conducted in accordance with AASHTO Uniform Audit and Accounting Guide 2010 which can be found at www.transportation.org. The "cost plus fixed fee" method of compensation shall be used for the Proposer's services, as set forth in 48 CFR Chapter 1.

Contact with the NDOT personnel, other than Agreement Services, regarding these services will not be allowed during the solicitation period of this request for proposal. Any questions raised by Proposer's must be in writing to Agreement Services, 1263 South Stewart Street, Room 101, Carson City, Nevada 89712, faxed to (775) 888-7101 or email to agreeservices@dot.state.nv.us and received by 3:00 p.m., on Tuesday, December 13, 2011. Written responses will be distributed by the NDOT on or before Thursday, December 15, 2011.

SECTION II – SCHEDULE

<u>Task</u>	<u>Date/Time</u>
Request for Proposal (RFP) Issued	December 2, 2011
Dates Advertised	December 2, and December 9, 2011
Proposer Questions Submittal Due Date	December 13, 2011
NDOT's Response to Proposer Questions	December 15, 2011
RFP Due Date	December 19, 2011
Anticipated Notice of Intent	December 30, 2011
Complete agreement negotiations	January 17, 2012
Anticipated Notice of Award	January 31, 2012

SECTION III - DBE REQUIREMENTS

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

SECTION IV – 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 RFP 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 V - SELECTION PROCESS

Selection will be based on the factors shown on the attached Evaluation Criteria Form which will be used by a committee(s) to evaluate the written proposal. Based upon the number of written proposals received, a "short list" of candidates may be established and reviewed by a second committee. The second committee will review the written proposals and may conduct interviews. If the NDOT elects to interview, the Proposer shall be notified of the interview schedule. The same attached Evaluation Criteria Form will be used for all reviews and interviews. Failure of a Proposer 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 in the firm's prequalification package in addition to the information submitted in the written proposal 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 the Proposer. If an acceptable agreement cannot be reached with the initial Proposer selected, the NDOT shall proceed to negotiate with the next most qualified firm and so on until an acceptable agreement is negotiated.

SECTION VI - BACKGROUND

The customer satisfaction survey is intended to solicit feedback to help improve transportation facilities and services in Nevada. The customer feedback will help in:

- Improving the movement of people and goods across Nevada.

- Enhancing public, elected officials, and stakeholders participation in the decision-making process.
- Providing a safe, efficient, sustainable, and cost-effective transportation system.
- Protecting the environment and natural resources, and improving air quality.
- Improving system reliability by reducing congestion.

A report from a prior Customer Satisfaction Survey conducted for NDOT is available on the Nevada Department of Transportation web site.
<http://www.nevadadot.com/uploadedFiles/Customer-Satisfaction-Survey-2009.pdf>.

SECTION VII - SCOPE OF SERVICES

This is a Request for Proposals (RFP) for preparing and conducting a high quality customer satisfaction survey that will include preparing a plan for future survey implementation for NDOT's internal use.

The Proposer shall outline the methodology to be used in preparing and conducting a high quality NDOT Customer Satisfaction Survey that will include preparing a plan for future survey implementation for NDOT's internal use. The outline of the methodology is to include but is not limited to the instrument, sampling, data collection procedures, data cleaning and analysis, and quality assurance.

Conduct a comprehensive customer satisfaction survey to solicit feedback and input from various groups, such as, but not limited to:

- Nevada Residents
- Commercial Truck Drivers
- Tourists and Visitors
- Government Officials: legislators, local elected officials, public work officials
- Stakeholder Groups
- Taxi drivers
- Transportation Companies and Supply Chain Companies (FedEx, UPS, USPS, other shipping companies)
- Farmers
- Business Owners
- School Districts and Academic Institutions
- Tax Payers Associations
- Trucking Associations

The Customer Satisfaction Survey will use a combination of the following methods, and may include other methods as advised by the Proposer that will be conducting the survey. After conducting the survey, the data shall be analyzed and a final report shall be prepared. The final report shall be submitted to the NDOT in a hard copy format as well as electronically including any original electronic files. The final report will include a summary of recommendations regarding the effectiveness of the various methods used in the survey for future surveys.

- In-person feedback
- Mailers
- Phone interviews
- Web responses
- Smart phone-based survey responses
- Etc.

The data needs to be collected in a way that the data collection is spread evenly from February 2012 through October 2012 to cover the various seasons such as: the snow season, spring, summer, and part of fall. This will help NDOT to craft policies and programs that will be based on customer feedback reflecting customer needs and concerns during different seasons throughout the year

Residents living in the three (3) districts of NDOT will be asked a different set of questions based on the geographic location and climate conditions.

A preliminary list of proposed questions to be included in the Customer Satisfaction Survey is listed below as a reference point. This list is not a final list and changes will be incorporated to it as deemed necessary by the Proposer and the NDOT.

Categories of questions

What is your biggest concern with the state's transportation system?

Congestion:

1. I am satisfied with the amount of time it takes to travel *within* local cities or towns.
2. I am satisfied with the amount of time it takes to travel *between* local cities or towns.
3. (Percent of travel time spent in congestion.)
4. The overall level of traffic congestion on Nevada highways is acceptable.

Construction Zones:

1. Construction Zones were clearly marked.
2. Construction zones were safe to drive through.
3. During road construction projects, businesses were easily accessible.
4. Construction projects on state roads are completed in a timely manner.
5. Cones are picked up when no work is being conducted.
6. I am satisfied with completed NDOT construction projects.
7. When NDOT construction projects began in my area, I was notified through various media (newspaper, radio, TV, fliers etc.).

Roadsides:

1. Roadsides in Nevada are attractive.
2. Roadsides on the State Highway System are kept free of litter.
3. Roadsides on the State Highway System are graffiti free.
4. The timing of traffic signals allows pedestrians enough time to cross state roads.
5. I am satisfied with NDOT's handling of snow removal.
6. Potholes are repaired in a timely manner.
7. The visibility of roadway striping and markings is good.
8. Signs are well marked and adequately placed.
9. Overall, I am satisfied with the maintenance of the Nevada state highway system.
10. How often do you use public transportation?
11. Do you believe more bike lanes are needed along state roads?
12. Do you believe more sidewalks are needed along state roads?
13. Please rate your overall satisfaction on Nevada roads. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion

14. Please rate your overall safety on state roads. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
15. Being able to walk along state roads. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
16. Being able to ride bicycles safely on state roads. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
17. Shoulder on state roads being adequate for my needs. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
18. Overall Smoothness of the roads in Nevada. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
19. Overall satisfaction with NDOT's transportation system. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
20. How can NDOT do better to improve its transportation system?

Funding:

1. Please indicate your level of agreement with the following as one of the best ways to pay for transportation improvements:
 - a. Gasoline Tax.
 - b. Vehicle Registration Tax.
 - c. Property Taxes.
 - d. Sales Taxes.
 - e. Tolls on major roads and bridges.
 - f. Tolls on major roads and bridges that increase during times of high traffic volumes (rush hour).
 - g. Fees based on the number of miles driven (instead of gallons of gasoline purchased) - no GPS tracking and no loss of privacy.
2. What percent increase in transportation funding is acceptable?

SECTION VIII - PROJECT SCHEDULE

Project to start approximately January 31, 2012. Draft report due by October 31, 2012 and the Final Report due November 15, 2012. Proposers should provide a schedule of activities based on the methodology proposed to show how the survey will be completed within these timeframes.

SECTION IX - PROPOSAL CONTENT

Proposals shall be brief and to the point. One section shall be devoted to each topic listed below with sections separated by a divider. The cover letter should not exceed one single-spaced, single-sided 8½" x 11" page and should include the Proposer's contact person relative to the proposal and the invoice address to which payment shall be made. The proposals shall include:

A. EVALUATION CRITERIA ITEMS

1. Project 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. Describe your team's work plan including your team's ability and willingness to commit sufficient resources to accomplish the required analysis, coordinate with local agencies to minimize duplication efforts, develop viable recommendations and alternatives, and produce a quality Customer Satisfaction Survey.
- e. Describe your team's Quality Assurance/Quality Control program.

2. Project Team:

- a. Provide a summary of the education and past experience with similar projects for each member of the Proposer's staff who will be assigned to this project, including resumes for the project manager and the key principals.
- b. Include a current organizational chart of the project team, including subcontractor(s) with responsibilities of team members identified therein.
- c. Identify the location(s) where actual work will be completed.
- d. Provide a percentage of work to be completed at each location.
- e. Identify the location of the office which will provide primary project control for this project.

3. Past Performance:

- a. Describe your firm's experience (within the past three (3) years) with similar projects.
- b. Provide a detailed description of each project listed.
- c. Provide information pertaining to meeting time and budget requirements for each project item listed.
- d. Please provide a reference name and phone number with each past project.
- e. Provide a completed "Statement of Qualification Form" for Non-Engineering Proposers.
- f. Provide a copy of the Proposer's Nevada State Business License or copy of Secretary of State Application.

4. Availability and Capacity:

- a. Provide a listing of your firm's technical equipment which will support this effort.
- b. Provide a matrix or chart which lists all current projects of the Project Team, the number of hours remaining for completion of each project and the estimated completion date for each project.
- c. In view of this data, describe your team's ability to meet time lines established for this project.
- d. Identify the availability of Proposer's staff to attend meetings and interact with NDOT staff on short notice.

5. Proposer's Customer Satisfaction Survey – Future Implementation Plan:

- a. Describe your team's customer satisfaction survey – future implementation plan including how it will be adequate and feasible for use within NDOT.
- b. Describe how your team's customer service satisfaction plan – future implementation plan provides adequate opportunities for involvement, factors for public concerns into the process, and provides documentation of input received and how that input was utilized in the Plan.

B. PROPOSAL LIMITATIONS

The written proposals shall be limited by the following:

1. The total proposal package shall not exceed twenty (20) double-spaced, single-sided 8½" x 11" pages, which does not include the cover letter.
2. The Past Performance Evaluation Criteria Item shall not exceed two (2) single-spaced, single-sided 8½" x 11" pages.
3. Statement of Qualifications, Nevada Business License, letters, and section dividers without text or graphics do not count towards the page limitations.
4. Pages contained within the proposal which are 11" x 17" will be counted as two (2) pages.

SECTION X – PROTEST PROCEDURE

In the event an unsuccessful proposer wants to protest the results of selection, the NDOT will accept written protests within 10 calendar days of an official NDOT Notification of Award. An original protest **MUST** be in writing and filed by mail at the following:

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

Copies can be submitted via facsimile to 775-888-7101 or via email to agreeservices@dot.state.nv.us to meet the deadline, with the original to follow.

Protests must include:

1. Information about the protesting firm, including firm name, mailing address, phone number and name of the individual responsible for submission of the protest;
2. Specific and complete statement(s) of the NDOT's action(s) being protested;
3. Specific description of the grounds for the protest;
4. Information about the evidence to substantiate the protest, including but not limited to copies of any documents and at least one sworn affidavit substantiating the fact(s) that support grounds for the protest; and
5. Description of the relief or correction action sought by the firm.

The following are the only grounds for protesting the award of an agreement under an RFP. All protests base upon other criteria will not be considered.

1. Computation error(s) in the scoring were made; or
2. The NDOT failed to follow the procedures established in the RFP, or applicable State/Federal laws/regulations; or
3. Bias, discrimination or conflict of interest is demonstrated on the part of any member of the evaluation, review or interview committee.

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. Unless otherwise stipulated by the protestor, the NDOT has five (5) working days from receipt of a timely protest to investigate or request additional information. The NDOT's final determination will be made within fifteen (15) working days of the receipt of any requested additional information or the end of the investigation period, which ever is later. A subsequent unsuccessful legal challenge by a protesting firm shall require reimbursement to the NDOT for reasonable attorney's fees and costs.

Attachments:

Evaluation Criteria Form
Statement of Qualification Form
Sample Agreement

EVALUATION CRITERIA FORM

PROJECT DESCRIPTION: _____

PROPOSER: _____

SUB-CONTRACTOR(S): _____

EVALUATION ITEMS	MAX SCORE	SCORE
1. Project Approach and Proposer's Work Plan: Proposer's approach to identifying and implementing the project requirements and meeting the NDOT's needs. Proposer identified potential complications or difficulties with suggested resolutions for each. Proposer's work plan shows that they have the ability and willingness to commit sufficient resources to accomplish the required analysis, coordinate with local agencies to minimize duplication efforts, develop viable recommendations and alternatives, and produce a quality Customer Satisfaction Survey. Proposer should consider including information on their Quality Assurance/Quality Control program.		
Concerns: Positives:		
2. Project Team: Project Manager to be assigned, education, capability and experience of the key personnel to be assigned and the estimated effectiveness of the team's proposed organization and coordination process.		
Concerns: Positives:		
3. Past Performance: Past performance of project team in terms of cost control of the Proposer's completion of the project on schedule, within budget, and quality of work. Include all relevant work completed in the past three (3) years.		
Concerns: Positives:		
4. Availability and Capacity: Demonstrate the availability of the key project team members for the duration of the project. Consider team members existing and projected workloads for the prime consultant and sub-consultants. Demonstrate the capacity of the firm to meet the needs of the project. Consider the prime consultant and sub-consultants depth of staffing and other resources.		
Concerns: Positives:		
5. Proposer's Customer Satisfaction Survey – Future Implementation Plan: Proposer's customer satisfaction survey – future implementation plan is adequate and feasible for use within NDOT. Proposer's customer service satisfaction plan – future implementation plan provides adequate opportunities for involvement, factors for public concerns into the process, and provides documentation of input received and how that input was utilized in the Plan.		
Concerns: Positives:		
TOTAL	100	

Committee Member

Date

**State of Nevada
Department of Transportation**

**STATEMENT OF QUALIFICATION FORM FOR
NON-ENGINEERING CONSULTANTS**

The Statement of Qualification Form must be completed in full (*please include one additional copy*).
Additional information, resumes, brochures and a letter of interest should be returned to:

Agreement Services
Nevada Department of Transportation
1263 South Stewart Street, Rm. 101
Carson City, NV 89712

1. Date prepared: _____
2. Firm's name: _____
3. Firm's address: _____
Phone: _____ FAX: _____
4. Is your local office the main office? _____ or branch office? _____ or sole office? _____
5. Year your firm was established: _____
6. Year your local office was established: _____
7. Location of: _____
 - a. Main office: _____
 - b. Local office: _____
8. Year former firm(s) were established:
 - a. _____
 - b. _____
 - c. _____
 - d. _____
9. Name, title, telephone number, address and e-mail address of one principal in firm who may be contacted:
 - a. _____
10. List locations of other offices (no more than five):

	<u>Address</u>	<u>Telephone</u>	<u>No. of Personnel</u>
--	----------------	------------------	-------------------------

11. Total employees presently employed:
- a. At your local (Northern Nevada) office: _____
- At your local (Southern Nevada) office: _____
- b. In your firm: _____
12. By category, give the number of projects your firm is working on / has worked:
- | | <u>Current/Active</u> | <u>Last 5 Years</u> |
|------------------------|-----------------------|---------------------|
| a. Public/Governmental | _____ | _____ |
| b. Commercial | _____ | _____ |
| c. Residential | _____ | _____ |
| d. Other | _____ | _____ |
13. NEVADA DEPARTMENT OF TRANSPORTATION ENCOURAGES THE PARTICIPATION AND UTILIZATION OF MINORITY AND WOMEN-OWNED BUSINESSES.
- a. Is your firm certified as a minority-owned, women-owned or disabled veteran-owned business?
- Yes _____ No _____ Specify _____
- b. If yes, by what governmental agency? _____
14. SPECIALTY (Discipline): _____ (i.e.: Planning, DBE Supportive Services etc.)

The Nevada Department of Transportation periodically engages consultants to perform work of a specialized nature including (but not limited to) such areas as DBE Supportive Services, Claims Review, etc.

- I. Briefly describe your specialty (discipline), and the scope of the services that your firm provides. Use additional forms for any additional types of specialty work.

- II. Select three recent projects that have applicability to this service category, and list a reference that the NDOT may contact for each.

PROJECT NAME	REFERENCE	TELEPHONE
		()
		()
		()

FOR NDOT USE ONLY:

APPROVED:

Yes _____ No _____ Date: _____

Signature _____

REASON FOR DENIAL

15. List all professional, technical and key members on staff in your local office. Indicate **YEARS OF EQUIVALENT-FULL-TIME EXPERIENCE** per each of the areas of professional expertise listed below. (Duplicate additional sheets, if needed)

[illegible]

OTHERS (define below)

*(Σ = Career Total)

- | | | | |
|----|---------------------------------------|----|---------------|
| A. | CLAIMS REVIEW | G. | SCENIC BYWAYS |
| B. | DBE SUPPORTIVE SERVICES | H. | _____ |
| C. | MULTI-MODAL TRANSPORTATION SYSTEMS | I. | _____ |
| D. | PARTNERING FACILITATORS | J. | _____ |
| E. | PLANNING - AVIATION, RAIL AND TRANSIT | K. | _____ |
| F. | PHOTOGRAMMETRY (MAPPING) | | |

Agreement Number _____

SERVICE AGREEMENT

This Agreement, made and entered into the _____ day of _____, 20____ by and between the STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION (hereinafter "DEPARTMENT") and ***[insert Name and Address]*** (hereinafter "SERVICE PROVIDER"). Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, the Director of the DEPARTMENT may, pursuant to Nevada Revised Statutes (hereinafter "NRS") Chapter 333 & Chapter 408, contract for technical services that may be required; and

WHEREAS, NRS Chapter 333 authorizes heads of state departments to contract for the services of independent contractors; and

WHEREAS, Nevada Department of Transportation Customer Satisfaction Survey is necessary to solicit feedback to help improve transportation facilities and services in Nevada (hereinafter "PROJECT"); and

WHEREAS, SERVICE PROVIDER's services will be of benefit to the DEPARTMENT and to the people of the State of Nevada.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

ARTICLE I - SCOPE OF SERVICES

1. The SERVICE PROVIDER agrees to conduct a high quality customer satisfaction survey that will include preparing a plan for future survey implementation for NDOT's internal use as outlined in Attachment A; attached hereto and incorporated herein.
2. The SERVICE PROVIDER agrees to furnish all labor, materials, services, equipment, tools and other expenses necessary to perform the professional services required under the terms of this Agreement, except as specifically provided herein.
3. The SERVICE PROVIDER agrees to comply with all requirements contained in the Request for Proposal, which is incorporated into this Agreement by reference.

ARTICLE II – PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including September 15, 2012, unless a change extending the term is further agreed to by written amendment signed by all parties to this Agreement and approved by appropriate official action of the governing body of the DEPARTMENT prior to such term expiration date.
2. In the event that the SERVICE PROVIDER performs or causes to be performed any work after: (a) the Agreement's expiration date as set forth within this Agreement, as it may

be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date; or (b) termination of this Agreement prior to the expiration date set forth within this Agreement; then the DEPARTMENT shall make no payment for work performed following the expiration or termination dates, and the SERVICE PROVIDER shall forfeit any and all right to payment for such work.

3. The SERVICE PROVIDER, on behalf of itself, its spouses, heirs, executors, administrators, successors, subrogees, servants, insurers, attorneys, independent representatives, personal representatives, agents, and assigns, does hereby waive, release, and forever discharge the State of Nevada, the DEPARTMENT, and each and every of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, from any and all claims, demands, liens, liability, actions, causes of action, and suits for damages, at law and in equity, in any way connected with or arising from the SERVICE PROVIDER's provision of services and work performed following termination of this Agreement, and/or following the expiration date of this Agreement, as it may be amended from time to time through written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body, prior to such expiration date.

4. Neither the State of Nevada, the DEPARTMENT, nor any of their departments, divisions, agencies, officers, directors, agents, contractors, and employees, shall have authority to extend this Agreement beyond the expiration date set forth within this Agreement, unless such extension is set forth within a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date. The SERVICE PROVIDER shall not rely upon any oral or written representations expressed extrinsic to a written amendment signed by the parties hereto and approved by appropriate official action of the DEPARTMENT's governing body prior to such expiration date, purporting to alter or amend this Agreement, including but not limited representations relating to the extension of the Agreement's expiration date.

5. Paragraphs 1 through 5 of this Article II-Performance, shall survive the termination and expiration of this Agreement.

6. The SERVICE PROVIDER shall not proceed with said work until a copy of this Agreement is fully executed, signed by all individuals on the signatory lines below (hereinafter the "Final Execution Date"), and the Agreement is received by the SERVICE PROVIDER, which shall then constitute the written "Notice to Proceed" from the DEPARTMENT. The SERVICE PROVIDER shall notify the DEPARTMENT in writing of the exact date of commencement. If the SERVICE PROVIDER does commence said work prior to receiving said Notice to Proceed or prior to the Final Execution Date, the SERVICE PROVIDER shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the SERVICE PROVIDER shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the Final Execution Date and/or Notice to Proceed. In the event the SERVICE PROVIDER violates the provisions of this Section, the SERVICE PROVIDER waives any and all claims and damages against the DEPARTMENT, its employees, agents, and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity arising under the terms of this Agreement.

7. In the event the DEPARTMENT discovers a SERVICE PROVIDER's error or omission before its discovery by the SERVICE PROVIDER, the DEPARTMENT shall not unreasonably delay in notifying SERVICE PROVIDER of such error or omission. DEPARTMENT's notice to SERVICE PROVIDER shall specify the maximum time period SERVICE PROVIDER will be allowed for correction. The SERVICE PROVIDER shall make all necessary corrections resulting from its errors and omissions, and shall without delay make any corrections necessitated by the negligence, lack of adequate resources or any other cause within the SERVICE PROVIDER's control, and shall make such corrections without additional compensation. SERVICE PROVIDER shall track all related costs for the correction. Acceptance of the professional services by the DEPARTMENT will not relieve the SERVICE PROVIDER of the responsibility for any subsequent correction of any such errors and omissions, and the clarification of any ambiguities. The SERVICE PROVIDER will be responsible for additional costs in subsequent related construction resulting from its errors or omissions. Should the DEPARTMENT use its own personnel, supplies or equipment to remedy the deficiency, all such costs incurred by the DEPARTMENT shall be deducted from the sum due or which may become due to the SERVICE PROVIDER. In the event all such costs and charges incurred by the DEPARTMENT exceed the sum which would have been payable under this Agreement, then the SERVICE PROVIDER shall reimburse the DEPARTMENT the amount of said excess.

8. The SERVICE PROVIDER shall assign one individual throughout the life of this Agreement who shall have overall PROJECT responsibility unless illness or termination requires replacement.

9. A key person is defined as any individual identified by the SERVICE PROVIDER in its proposal as being part of the team to be assigned to the PROJECT. The SERVICE PROVIDER acknowledges and agrees, that the award of this Agreement was based, in part, on its ability to manage the PROJECT, and the qualifications, experience and capacity of the SERVICE PROVIDER's aforementioned key persons and team. The SERVICE PROVIDER represents, warrants and covenants that such key persons are and will continue to be available to undertake and perform all services identified herein and fulfill the roles identified in its proposal. The SERVICE PROVIDER shall notify the DEPARTMENT in writing within ten (10) calendar days when a key person leaves the PROJECT team.

a. If a key person leaves the PROJECT team, the SERVICE PROVIDER shall promptly propose a replacement within thirty (30) days to and for the DEPARTMENT's review and written consent.

b. The DEPARTMENT shall have the unilateral right to terminate this Agreement:

(1) If a key person leaves the PROJECT team for a reason other than death, retirement, incapacitation or leaving SERVICE PROVIDER's employment (including the employment with SERVICE PROVIDER's affiliates, subsidiaries and parent companies/organizations);

(2) If a key person listed by the SERVICE PROVIDER in its proposal to perform or supervise various aspects of design is changed or leaves the PROJECT team; or

(3) If the DEPARTMENT does not accept the SERVICE PROVIDER's proposed key person replacement.

c. If this Agreement is terminated pursuant to the above, the SERVICE PROVIDER shall be paid for actual costs incurred for all services rendered and accepted by the DEPARTMENT and an amount of fee proportional to the work completed as of the date of termination. Additionally, the SERVICE PROVIDER shall not be entitled to any settlement costs, if any. Such termination will not occur if the SERVICE PROVIDER provides a replacement that is acceptable to the DEPARTMENT within thirty (30) calendar days of the date when the key person is changed or has left the PROJECT team.

10. The SERVICE PROVIDER shall at all times maintain control over and have complete responsibility for all services performed pursuant to this Agreement by the SERVICE PROVIDER and any of its subcontractors.

11. The SERVICE PROVIDER warrants that all deliverables and professional services produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry. The standard of care applicable to SERVICE PROVIDER's services will be of the degree of skill and diligence normally employed by service provider's performing the same or similar services at the time said services are performed.

12. This Agreement, and any amendments, may be suspended temporarily, either wholly or in part, by the DEPARTMENT upon oral notice confirmed in writing within ten (10) calendar days, when the DEPARTMENT determines that conditions beyond the control of the SERVICE PROVIDER are unfavorable to its satisfactory continuation of work. Should such conditions be encountered, the time for completion may be extended in an amount determined by the DEPARTMENT to be equivalent to the delay. Requests for suspension of time by the SERVICE PROVIDER must have the written approval of the DEPARTMENT. No allowance shall be made for delay or suspension of the services solely due to the fault of the SERVICE PROVIDER.

13. An alteration ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra professional services, and shall be specified in a written amendment signed by all Parties, which will set forth the nature and scope thereof. The method of payment for extra professional services shall be specified at the time the amendment is written.

14. The SERVICE PROVIDER shall not assign or subcontract, any of the professional services performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER will, subsequent to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or agreement for professional services. The SERVICE PROVIDER shall require any subcontractor to comply with all provisions of 48 CFR Chapter 1, Part 31, in its agreement with the subcontractor, if the SERVICE PROVIDER subcontracts any professional services contemplated by this Agreement. The SERVICE PROVIDER will be responsible for any costs or deficiencies resulting from noncompliance if the subcontractors fail to comply with 48 CFR Chapter 1, Part 31.

15. This Agreement is contingent upon the verification the SERVICE PROVIDER has a valid and active Nevada Business License and is in good standing in all areas of the Secretary of State's business requirements. If the SERVICE PROVIDER is an out of state provider, the SERVICE PROVIDER must be registered as a foreign equivalent in Nevada, in active status and in good standing.

ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement without cause thirty (30) calendar days after service of a termination letter to the SERVICE PROVIDER. In the event this Agreement is terminated in this manner, the SERVICE PROVIDER shall be paid for the cost of the professional services which have been completed and accepted by the DEPARTMENT up to the date of termination.

2. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the SERVICE PROVIDER waives any and all claims for damages, effective immediately upon receipt of written notice, or any date specified therein, if for any reason the DEPARTMENT's funding from state and/or federal sources is not appropriated or is withdrawn, limited or impaired.

3. A default or breach may be declared with or without termination. This Agreement may be terminated by either Party upon written notice of default or breach to the other Party as follows:

a. If the SERVICE PROVIDER fails to provide or satisfactorily perform any of the professional services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements; or

b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by the SERVICE PROVIDER to provide the goods or services required by this Agreement is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed or not renewed; or

c. If the SERVICE PROVIDER becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of a bankruptcy court; or

d. If DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the SERVICE PROVIDER's ability to perform; or

e. If it is found by the DEPARTMENT that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by the SERVICE PROVIDER, or any agent or representative of the SERVICE PROVIDER, to any officer or employee of the State of Nevada with a view toward securing an agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such agreement.

4. Termination upon a declared default or breach may be exercised after service of written notice and the subsequent failure of the defaulting Party, within fifteen (15) calendar days of service of that notice, to provide evidence, satisfactory to the aggrieved Party, showing the declared default or breach has been corrected. Such correspondence shall be deemed to have been served on the date of postmark.

5. In the event of the SERVICE PROVIDER's breach of this Agreement, all costs and charges incurred by the DEPARTMENT, together with the cost of completing the work under this Agreement, shall be deducted from any money due or which may become due to said SERVICE PROVIDER. If expenses exceed the sum which would have been payable under this

Agreement, then the SERVICE PROVIDER shall be liable and shall pay to the DEPARTMENT the amount of said excess.

6. This Agreement shall be terminated when the professional services contemplated and covered by this Agreement have been completely performed by SERVICE PROVIDER, and all items of professional services have been approved and accepted by the DEPARTMENT.

ARTICLE IV - COST

1. The "cost plus fixed fee" method of compensation shall be used for the SERVICE PROVIDER's services.

2. Costs shall include direct salary costs, other direct costs, indirect costs and fixed fee as set forth in 48 CFR Chapter 1, Part 31, incorporated herein by reference. The total cost for direct salary costs, other direct costs and indirect costs shall not exceed the sum of _____ and ___/100 Dollars (\$_____. ____). The fixed fee, to cover profit, shall be _____ and ___/100 Dollars (\$_____. ____). This fixed fee will not vary irrespective of final PROJECT costs except in the event of a material and substantial change to the PROJECT scope.

3. Indirect costs (overhead) of the SERVICE PROVIDER shall be apportioned among all professional services projects being done by the SERVICE PROVIDER during the term of this Agreement and will be billed at the provisional indirect cost rate of _____ percent (____%) of direct labor costs. This rate may be adjusted to the actual indirect cost rate at the time of final audit.

4. The total cost of the services by the SERVICE PROVIDER shall not exceed the sum of _____ and ___/100 Dollars (\$_____. ____), which includes the fixed fee.

5. The SERVICE PROVIDER is required to submit a monthly progress report in the DEPARTMENT's format showing the status of the professional services and the degree of completion thereof.

6. Travel costs will be reimbursed at the current rates allotted to state employees. Travel costs will be reimbursed based on actual costs limited by Federal Travel Regulations (FTR) and the CONUS rate for Nevada. The FTR breaks down meals and incidental expenses at its website: www.gsa.gov/mie. The first and last travel days are calculated at seventy five percent (75%). The lodging rate excludes taxes and fees. Taxes and fees are reimbursable. See this website for lodging in Nevada: <http://www.gsa.gov/portal/category/100120>. The SERVICE PROVIDER shall provide lodging receipts.

7. The SERVICE PROVIDER shall be reimbursed for the use of company vehicles as agreed upon with the Project Manager. Cost shall include a direct expense that includes anticipated mileage, insurance, maintenance and a lease fee, if applicable.

8. When requested by the DEPARTMENT, the SERVICE PROVIDER shall schedule its own airline and rental car reservations by the most economical means for reimbursement. Original receipts for airfare and rental cars must be submitted with the "Claim for Travel Expense." The DEPARTMENT is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by the SERVICE PROVIDER for a rental vehicle.

ARTICLE V - SCHEDULE OF PAYMENTS

1. The SERVICE PROVIDER shall submit a signed invoice monthly for all services rendered along with one copy of substantiating documentation. The invoice must be submitted on the SERVICE PROVIDER's stationery using the DEPARTMENT's format or submitted on the DEPARTMENT's standard invoice form. The DEPARTMENT will utilize its normal accounting procedure in the payment of the invoices submitted. The Fixed Fee shall be paid monthly and shall be calculated as a percentage of the direct salary plus overhead costs of that month's invoice until the full agreed fee is paid.

2. Payment will be made for one hundred percent (100%) of the amount of each invoice, until a maximum of ninety percent (90%) of the total Agreement costs have been billed by the SERVICE PROVIDER. Thereafter, payment for the remaining ten percent (10%) of the total Agreement costs shall be withheld by the DEPARTMENT, until such time as the professional services delivered by the SERVICE PROVIDER have been completely accepted by the DEPARTMENT. The final audit shall be performed after the release of the retained amount, and may cause an adjustment of payments to the DEPARTMENT or to the SERVICE PROVIDER. No interest shall be paid to the SERVICE PROVIDER on this retained amount or any adjustment of payments.

3. The DEPARTMENT reserves the right to inspect and approve the professional services performed before payment is made to the SERVICE PROVIDER. Payment will be withheld for deliverables and professional services the DEPARTMENT determines to be unsatisfactory in that they have not been provided in a workmanlike manner consistent with standards in the trade, profession or industry. Payment shall remain unpaid until the professional services are completed in accordance with the standards and work requirements defined in this Agreement. In such an event, the DEPARTMENT will provide the SERVICE PROVIDER with a written explanation as to why payment has been withheld.

4. The total cost of services for this Agreement, is the negotiated amount identified in Article IV, Paragraph 2. This amount was based upon the SERVICE PROVIDER's costs and fixed fee as well as the costs and fixed fees, if any, of all of its subcontractors. If a subcontractor does not expend all funds allocated to it for services identified in its agreement with the SERVICE PROVIDER, a copy of which shall be provided to the DEPARTMENT prior to issuance of the Notice to Proceed, the SERVICE PROVIDER shall not redistribute or expend such funds without the prior written approval of the DEPARTMENT. Failure to notify the DEPARTMENT prior to the use of such funds will constitute grounds for denial of reimbursement for such expenditures.

5. Payment of invoices, interest penalties and discounts shall be paid as follows:

a. The SERVICE PROVIDER shall be paid within sixty (60) calendar days of a postmarked invoice which is complete, correct and undisputed by the DEPARTMENT.

b. The DEPARTMENT shall have twenty (20) calendar days after postmark of an invoice to dispute any or all of the charges on that invoice. The undisputed amount shall be paid to the SERVICE PROVIDER within sixty (60) calendar days of the date of postmark. The disputed amount shall be negotiated and resolved in good faith by both Parties and paid within forty (40) calendar days after the date the corrected invoice is received by the DEPARTMENT or is approved by both Parties for payment.

c. If the DEPARTMENT fails to pay the SERVICE PROVIDER the undisputed amount within sixty (60) calendar days after the postmark date of the invoice, the interest penalty assessed to the DEPARTMENT shall be one percent (1%) of the undisputed amount per month, not to exceed a total of One Thousand and No/100 Dollars (\$1,000.00).

d. Payment of penalties shall not apply to the final payment or bill pertaining to this Agreement as determined by the post audit.

6. The prevailing party in an action to enforce this Agreement is entitled to reasonable attorney's fees and costs.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. The SERVICE PROVIDER shall be responsible for and shall comply with all applicable federal, state, and local government obligations and DEPARTMENT policies and procedures. The SERVICE PROVIDER will be responsible for and shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are SERVICE PROVIDER's responsibility in accordance with NRS Chapter 361. The SERVICE PROVIDER warrants that it has a valid business license. The SERVICE PROVIDER agrees to be responsible for and shall pay any such government obligations not paid by its subcontractors during performance of this Agreement. The DEPARTMENT may set-off any consideration due against any delinquent government obligation.

2. It is expressly understood that the SERVICE PROVIDER is an independent contractor, and is subject to all statutes and laws, including NRS 333.700 relating to independent contractors. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of the SERVICE PROVIDER or any other party. Neither the SERVICE PROVIDER nor its employees, agents or representatives shall be considered employees, agents or representatives of the DEPARTMENT.

3. The SERVICE PROVIDER shall be solely responsible for its own employees, and the DEPARTMENT shall have no obligation with respect to:

- a. Withholding of income taxes, FICA or any other taxes or fees;
- b. Industrial insurance coverage;
- c. Participation in any group insurance plans available to employees of the DEPARTMENT;
- d. Participation or contributions by either the SERVICE PROVIDER or the DEPARTMENT to the Public Employees Retirement System;
- e. Accumulation of vacation leave or sick leave; or
- f. Unemployment compensation coverage provided by the DEPARTMENT.

The SERVICE PROVIDER shall indemnify and hold the DEPARTMENT harmless from, and defend the DEPARTMENT against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes, fees, insurance, contributions, leave or coverage.

4. Unless expressly provided in this Agreement, the SERVICE PROVIDER shall not engage or use the devices and/or services of the DEPARTMENT's personnel without the prior written consent of the DEPARTMENT.

5. The SERVICE PROVIDER shall, before commencing professional services under the provisions of this Agreement, furnish to the DEPARTMENT proof of worker's compensation insurance as required by the NRS.

OR

5. The SERVICE PROVIDER, as a sole proprietor who does not use the services of his employees, if any, shall, before commencing professional services under the provisions of this Agreement, furnish to the DEPARTMENT **Attachment B** - "Worker's Compensation Insurance Affidavit." **[If this paragraph is used, the Sole Provider Affidavit is required by NRS]. [NOTE: RE-LETTER ATTACHMENT IF APPLICABLE.]**

6. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-: VII.

7. The SERVICE PROVIDER shall furnish a Certificate, Declarations Page and an Endorsement designating the DEPARTMENT as an additional insured evidencing Commercial General Liability Insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. These policies shall be maintained for the entire period of this Agreement. The policies shall include a 30-day advance written notice of any cancellation of said policies. The SERVICE PROVIDER shall furnish the DEPARTMENT with certificates of such insurance prior to commencement of professional services.

8. All insurance required by this Agreement shall be placed with insurers with a rating from the current issue of Best's Key Rating Guide of no less than A-: VII.

9. The DEPARTMENT has the option of requesting, at any time, a meeting with the SERVICE PROVIDER or its authorized representative to discuss and review PROJECT status and the SERVICE PROVIDER shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.

10. The SERVICE PROVIDER has total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement, and shall check all such material accordingly for completeness, missing items, correct multipliers and consistency. The deliverables shall be reviewed by the DEPARTMENT for conformity with the DEPARTMENT's procedures and contract terms. The SERVICE PROVIDER acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy of such deliverables, and the DEPARTMENT's review shall not relieve the SERVICE PROVIDER of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.

11. The SERVICE PROVIDER shall appear as an expert witness on behalf of the DEPARTMENT in any subsequent court action which involves any of the services required by this Agreement. Compensation for services rendered in this regard will be paid at a rate to be negotiated at the time such services are necessary.

12. The SERVICE PROVIDER agrees that any reports, materials, studies, photographs, negatives, drawings or other documents prepared by the SERVICE PROVIDER in the performance of its obligations under this Agreement shall be the exclusive property of the DEPARTMENT. The SERVICE PROVIDER shall remit all such documents to the DEPARTMENT upon completion, termination or cancellation of this Agreement. The SERVICE PROVIDER shall not use, willingly allow or cause to have such documents used for any

purpose other than performance of the SERVICE PROVIDER's obligation under this Agreement, without the prior written consent of the DEPARTMENT.

13. The SERVICE PROVIDER and successors, executors, administrators, and assigns of the SERVICE PROVIDER's interest in the professional services or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the SERVICE PROVIDER is bound with respect to each of the terms of this Agreement.

14. The SERVICE PROVIDER warrants that they have not employed or retained any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) to solicit or secure this Agreement and that SERVICE PROVIDER has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the SERVICE PROVIDER) any fee, commission, percentage, brokerage fee, or any other gifts contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15. Any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement shall be decided by the DEPARTMENT. It is the intent of the DEPARTMENT to resolve disputes at the lowest level possible. Nothing herein contained shall impair either of the Parties' right to file suit in the state district courts of the State of Nevada.

16. During the performance of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Compliance with Regulations: The SERVICE PROVIDER shall comply with all of the regulations relative to nondiscrimination in federally-assisted programs of 49 C.F.R. Part 21 as they may be amended from time to time (hereinafter "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The SERVICE PROVIDER, with regard to the professional services performed by it during the Agreement, shall not discriminate on the grounds of race, color, age, religion, sex, creed, handicap, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SERVICE PROVIDER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurement of Materials, and Equipment: In all solicitations either by competitive bidding or negotiation made by the SERVICE PROVIDER for professional services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SERVICE PROVIDER of the SERVICE PROVIDER's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, age, religion, sex, creed, handicap or national origin.

d. Information and Reports: The SERVICE PROVIDER shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its facilities as may be determined by the DEPARTMENT or the Federal

Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a SERVICE PROVIDER is in the exclusive possession of another who fails or refuses to furnish this information, the SERVICE PROVIDER shall so certify to the DEPARTMENT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the SERVICE PROVIDER's noncompliance with the nondiscrimination provisions of this Agreement, the DEPARTMENT shall impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the SERVICE PROVIDER under the Agreement until the SERVICE PROVIDER complies, and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by the DEPARTMENT or the FHWA.

g. Incorporation of Provisions: The SERVICE PROVIDER will include the provisions of Paragraphs (a) through (f) above in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The SERVICE PROVIDER will take such action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. In the event SERVICE PROVIDER becomes involved in, or is threatened with litigation by a subcontractor or supplier as a result of such direction, the SERVICE PROVIDER may request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT and the SERVICE PROVIDER may request the United States to enter into such litigation to protect the interests of the United States.

17. In the event federal funds are used for payment of all or part of this Agreement, the SERVICE PROVIDER, for itself, its assignees and successors in interest agrees as follows:

a. Debarment and/or Suspension: The SERVICE PROVIDER certifies that neither it nor its subcontractors, nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. ADA: The SERVICE PROVIDER and subcontractor shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1980, as amended, and regulations adopted thereunder contained in 49 C.F.R., Part 27, and any relevant program-specific regulations.

c. Civil Rights: The SERVICE PROVIDER and subcontractor shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.

18. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. It is expressly understood that the duly authorized representatives of the DEPARTMENT and the FHWA shall have the right to inspect/audit the professional services and charges of the SERVICE PROVIDER whenever such representatives may deem such inspection to be desirable or necessary. Such records and documentation shall be maintained for three (3) years after final payment is made.

19. To the fullest extent permitted by law, the SERVICE PROVIDER shall defend, indemnify and hold harmless the State of Nevada, and the employees, officers and agents of the State of Nevada from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, reckless or intentional misconduct of the SERVICE PROVIDER or the employees or agents of the SERVICE PROVIDER in the performance of this Agreement.

20. The SERVICE PROVIDER shall use its own vehicles and the DEPARTMENT is not responsible for the payment of any premiums, deductible or assessments on any insurance policies purchased by the SERVICE PROVIDER.

21. The SERVICE PROVIDER warrants that all deliverables and work produced under this Agreement shall be completed in a workmanlike manner consistent with standards in the trade, profession or industry.

22. The SERVICE PROVIDER is required to register as a vendor with the Nevada State Controller's office. The Registration Substitute IRS Form W-9 can be accessed at http://controller.nv.gov/VendorServices/Vendor_Services.html. The SERVICE PROVIDER will follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

23. The SERVICE PROVIDER agrees that, prior to any sale, transfer, business name change, change in principals or any other occurrence that alters or this Agreement in any way, the SERVICE PROVIDER shall notify the DEPARTMENT of such intent at least seven (7) days prior to making said change.

24. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR DEPARTMENT: Susan Martinovich, P.E., Director
Attn:
Nevada Department of Transportation
Division:
1263 South Stewart Street
Carson City, NV 89712
Phone (775) 888-
Fax: (775) 888-
E-mail:

FOR SERVICE PROVIDER: ***[insert: Name
Agency/Company
Mailing Address, City, State Zip Code
Physical Address, City, State Zip Code
Phone: () -
Fax:
E-mail: @]***

25. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

26. As used herein the term "SERVICE PROVIDER" shall include the plural as well as the singular, and the feminine as well as the masculine.

27. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, failure of public transportation, or any other similar serious cause beyond the reasonable control of either Party. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated promptly to perform in accordance with the terms of the Agreement after the intervening cause ceases.

28. In connection with the performance of work under this Agreement, the SERVICE PROVIDER agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The SERVICE PROVIDER further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

29. The SERVICE PROVIDER shall keep confidential all information, in whatever form, produced, prepared, observed or received by the SERVICE PROVIDER to the extent that such information is confidential by law or otherwise required by this Agreement.

30. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

31. The SERVICE PROVIDER shall provide a minimum of fifty-one percent (51%) of the combined value of all items of work covered by this Agreement. The SERVICE PROVIDER shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. The SERVICE PROVIDER shall, prior to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the subcontract or subagreement for said work. Any assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

32. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if

such provision did not exist. The unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

33. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

34. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage, or pursuant to the terms or provisions of this Agreement.

35. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth herein.

36. This Agreement constitutes the entire agreement of the Parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

IN WITNESS WHEREOF, the authorized representatives of the SERVICE PROVIDER and the DEPARTMENT have caused their names to be signed hereon on the date first above written.

SERVICE PROVIDER: ***[insert Name]***

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Name & Title (Print)

Approved as to Legality and Form:

Deputy Attorney General

Date

ATTACHMENT A SCOPE OF SERVICES

Conduct a comprehensive customer satisfaction survey to solicit feedback and input from various groups, such as, but not limited to:

- Nevada Residents
- Commercial Truck Drivers
- Tourists and Visitors
- Government Officials: legislators, local elected officials, public work officials
- Stakeholder Groups
- Taxi drivers
- Transportation Companies and Supply Chain Companies (FedEx, UPS, USPS, other shipping companies)
- Farmers
- Business Owners
- School Districts and Academic Institutions
- Tax Payers Associations
- Trucking Associations

The Customer Satisfaction Survey will include using a combination of the following methods, and may include other methods as advised by the Proposer that will be conducting the survey. The final report will include a summary of recommendations regarding the effectiveness of the various methods used in the survey for future surveys.

- In-person feedback
- Mailers
- Phone interviews
- Web responses
- Smart phone-based survey responses
- Etc.

Residents living in the three (3) districts of NDOT will be asked a different set of questions based on the geographic location and climate conditions.

A preliminary list of proposed questions to be included in the Customer Satisfaction Survey is listed below as a reference point. This list is not a final list and changes will be incorporated to it as deemed necessary by the Proposer and the NDOT.

Categories of questions

What is your biggest concern with the state's transportation system?

Congestion:

1. I am satisfied with the amount of time it takes to travel *within* local cities or towns.
2. I am satisfied with the amount of time it takes to travel *between* local cities or towns.
3. (Percent of travel time spent in congestion.)
4. The overall level of traffic congestion on Nevada highways is acceptable.

Construction Zones:

1. Construction Zones were clearly marked.
2. Construction zones were safe to drive through.
3. During road construction projects, businesses were easily accessible.
4. Construction projects on state roads are completed in a timely manner.
5. Cones are picked up when no work is being conducted.
6. I am satisfied with completed NDOT construction projects.
7. When NDOT construction projects began in my area, I was notified through various media (newspaper, radio, TV, fliers etc.).

Roadsides:

1. Roadsides in Nevada are attractive.
2. Roadsides on the State Highway System are kept free of litter.
3. Roadsides on the State Highway System are graffiti free.
4. The timing of traffic signals allows pedestrians enough time to cross state roads.
5. I am satisfied with NDOT's handling of snow removal.
6. Potholes are repaired in a timely manner.
7. The visibility of roadway striping and markings is good.
8. Signs are well marked and adequately placed.
9. Overall, I am satisfied with the maintenance of the Nevada state highway system.
10. How often do you use public transportation?
11. Do you believe more bike lanes are needed along state roads?
12. Do you believe more sidewalks are needed along state roads?
13. Please rate your overall satisfaction on Nevada roads. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
14. Please rate your overall safety on state roads. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
15. Being able to walk along state roads. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
16. Being able to ride bicycles safely on state roads. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
17. Shoulder on state roads being adequate for my needs. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
18. Overall Smoothness of the roads in Nevada. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
19. Overall satisfaction with NDOT's transportation system. Very Satisfied/Satisfied/Dissatisfied/Very Dissatisfied/No Opinion
20. How can NDOT do better to improve its transportation system?

Funding:

1. Please indicate your level of agreement with the following as one of the best ways to pay for transportation improvements:
 - a. Gasoline Tax.
 - b. Vehicle Registration Tax.
 - c. Property Taxes.
 - d. Sales Taxes.
 - e. Tolls on major roads and bridges.
 - f. Tolls on major roads and bridges that increase during times of high traffic volumes (rush hour).
 - g. Fees based on the number of miles driven (instead of gallons of gasoline purchased) - no GPS tracking and no loss of privacy.
2. What percent increase in transportation funding is acceptable?

Attachment B

WORKER'S COMPENSATION INSURANCE AFFIDAVIT
(Required under Section 2 of Nevada Revised Statutes (NRS) 616B.627 of July 1, 2001)

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of sole proprietor
signing this affidavit _____ (title) being
duly sworn do depose and say that:

- (a) In accordance with the provisions of NRS 616B.659, I have not elected to be included with the terms, conditions and provisions of Chapters 616A to 616D, inclusive, of NRS; and
- (b) I am otherwise in compliance with those terms, conditions and provisions.

The above exceptions supercede the requirement to furnish a certificate of insurance for work completed under the terms of this agreement. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit shall disqualify the party from performing work under this agreement.

Signature

Title

Sworn to before me this _____ day of _____, 20 _____

Signature

(SEAL)

Notary Public, Judge or other Official

**Per Diem Rates Allowed State Employees
(For Information Only)**

- 1) Effective July 1, 2007 all State employees will be required to use the GSA per diem rates for in-state and out-of-state travel. The website address is www.gsa.gov and click on Per Diem Rates for the most current rates and information. Rates do vary by season; therefore rates should be verified prior to all travel.
- 2) Meals will be reimbursed in accordance with the meals and incidental expense (M&IE) allowance for the primary destination.
- 3) Employees must deduct the M&IE allowance for all meals that are included in registration or conference fees. The breakdown for the M&IE can be found on the GSA website under Meals and Incidental Expense Breakdown.
- 4) Receipts will be required for all lodging. The maximum allowance for lodging is the amount the employees are eligible to be reimbursed; therefore, all taxes and fees are included in the maximum lodging allowance.
- 5) If the GSA website does not recognize the county in which the employee is traveling, the rate defaults to the standard CONUS location reimbursement rate. These rates may vary, please verify all rates prior to employee travel.
- 6) A copy of the current GSA allowance for lodging and M&IE must be included with the employee travel claim.