

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSAL

No. 013-09-016

Project Specifications and Instructions
to the Contractors for Submitting a
Proposal to Furnish

**Statewide Alcohol and Controlled
Substances Testing Program**



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

SECTION I - INSTRUCTIONS TO CONTRACTORS

The enclosed "Request for Proposal" (RFP) is being advertised and sent to firms 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 Proposal must be typewritten, legible and submitted with an original plus four (4) for a total of five (5) copies. Faxed proposals will not be accepted. Written proposals must be received NO LATER THAN 3:00 P.M., on August 11, 2009, and addressed exactly as follows:

Agreement Services
Nevada Department of Transportation
Attn: RFP #013-09-016
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 returned to the Contractor.

Contractors desiring to prequalify in the Drug and Alcohol Testing discipline will first be reviewed to determine if they meet the minimum qualifications set forth for the discipline. Any proposals submitted that do not meet the minimum prequalification requirements will be returned to the Contractor without further review.

Drug and Alcohol Testing Minimum Qualifications:

Contractor must provide annual driver alcohol and controlled substances program awareness training pursuant to FMCSA requirements. Develop, maintain and operate a random alcohol and controlled substances testing selection program. Develop and maintain a list of certified (i.e. DATIA; certification to be verified by the CONTRACTOR) collection sites available. Provide 24/7 on-call collection services in the areas identified above and after hours collection services for emergency and post-accident testing. Collect alcohol and controlled substances samples from pre-employment applicants and affected employees. The collection process must be in compliance with industry recognized practices (i.e DATIA) and the Substance Abuse and Mental Health Services Administration (SAMHSA) and meet all applicable federal standards and regulatory requirements. All drug testing analyses must be performed by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. Provide and use approved evidentiary alcohol breath analyzers which are operated by trained and certified persons and/or a means to screen for alcohol prior to evidentiary testing. Provide Medical Review Officer (MRO) services, their name and contact information, and documentation as to MRO's status with the Nevada Medical Board. The MRO must follow all FMCSA regulations and be willing and able to defend his decisions. Alcohol and controlled substances test results must be reported to the DEPARTMENT within three (3) working days. Provide statewide access to certified Substance Abuse Professionals (SAP) for affected DEPARTMENT employees and develop, provide and maintain a current list of qualified alcohol and substance abuse treatment providers. SAPs must be licensed by the State Board of Examiners pursuant to NRS 641C and certified by an accredited industry organization (i.e DATIA). Develop, maintain and use a record-keeping system in compliance with applicable Federal DOT regulations and provide annual and quarterly reports of the program status

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 Contractor. 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 Contractor. 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.

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 Contractor proposal packet.

Contractors should provide a minimum of three (3) references from similar projects performed for the state and/or large local government clients within the last three (3) years. Contractors are required to submit a Contractor Reference Questionnaire to the business references listed within the proposal. The business references must submit the Contractor Reference Questionnaire directly to the NDOT, Agreement Services. It is the Contractor's responsibility to ensure the completed forms are received by the NDOT on or before the proposal submission deadline for inclusion in the evaluation process. The NDOT may contact any or all business references for validation of information submitted.

The Prime Contractor and its Project Manager or any Representative subcontracted to conduct random collections must be certified by an accredited association such as the national Drug & Alcohol Testing Industry Association (DATIA). Proof of certification must be provided at the time of submittal.

With this RFP, the Contractor is furnished a copy of the draft agreement. To maintain consistency between the NDOT and its Consultants or Independent Contractors, 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. The "[cost plus fixed fee, lump sum, cost per unit of work, specific rates of compensation]" method of compensation shall be used for the Contractor'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 Contractors 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 August 3, 2009. Written responses will be distributed by the NDOT on or before August 5, 2009.

SECTION II - DBE REQUIREMENTS

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

SECTION III - SELECTION PROCESS

Selection will be based on the factors shown on the attached Contractor Evaluation 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 Contractor shall be notified of the interview schedule. The same attached evaluation criteria 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 in the firm's prequalification package in addition to the information submitted in the written proposal and presented at the interview (if applicable) to arrive at the final ranking. The firms will be ranked and a Contractor agreement shall be negotiated following the selection of the Contractor. If an acceptable agreement cannot be reached with the initial Contractor selected, the NDOT shall proceed to negotiate with the next most qualified firm and so on until an acceptable agreement is negotiated.

SECTION IV - BACKGROUND

The NDOT is soliciting qualified firms and individuals to establish and maintain a Statewide Alcohol and Controlled Substance Testing Program to include, but not be limited to, pre-employment, random and for-cause employee testing for approximately six hundred (650) employees statewide who are required to maintain a commercial driver's license (CDL). Additional testing may be required for employees and/or applicants, approximately one hundred fifty (150), with positions affecting public safety as required by Nevada Administrative Code (NAC) 284.

SECTION V - SCOPE OF SERVICES

In order to ensure the NDOT's compliance with Nevada Administrative Code (NAC) 284, the Federal Controlled Substances and Alcohol Use and Testing Program, 49 CFR Parts 355, 392 and 391 of the "Federal Motor Carrier Safety Regulations" and the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines, the successful Contractor shall be responsible for, but is not limited to, the following:

- ☐ Provide an annual review of the NDOT's policies and procedures pertaining to the Alcohol and Controlled Substance Testing Program.

- ☐ Provide ongoing consultation services to the DEPARTMENT including, but not limited to, program implementation, problems with testing or collections, interpretation of regulations, procedures, etc.
- ☐ Provide a qualified expert to testify in court to substantiate the test results, the preservation of "Chain of Custody", program implementation, or as otherwise needed.
- ☐ Provide annual driver alcohol and controlled substances program awareness training for affected employees and annual supervisor alcohol and substance abuse recognition to affected employees pursuant to FMCSA requirements and otherwise as requested by the DEPARTMENT.
- ☐ Develop, maintain and operate a random alcohol and controlled substances testing selection program for the DEPARTMENT on a statewide basis.
- ☐ Develop and maintain a list of certified (i.e. DATIA; certification to be verified by the CONTRACTOR) collection sites available or in close proximity to the following locations:

Austin/Eureka
Battle Mountain
Carson City
Elko
Ely
Fallon
Gardnerville/Minden
Hawthorne
Las Vegas
Lovelock
Reno/Sparks
Tonopah
Wells/Wendover
Winnemucca
Yerington

The list of collection sites shall include the service area(s), address, hours of operation, primary contact information, and whether they have breath alcohol (BAT) testing services.

- ☐ Provide 24/7 on-call collection services in the areas identified above and after hours collection services for emergency and post-accident testing as needed.
- ☐ Collect alcohol and controlled substances samples from pre-employment applicants and affected employees (including random testing, post-accident testing, reasonable suspicion testing, follow-up testing, and any other as allowed per FMCSA or agency policy) within the DEPARTMENT on a statewide basis. The collection process must be in compliance with industry recognized practices (i.e DATIA) and the Substance Abuse and Mental Health Services Administration (SAMHSA) and meet all applicable federal standards and regulatory requirements.
- ☐ All drug testing analyses must be performed by a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory. Certification to be verified by Contractor.

- ☐ Provide and use approved evidentiary alcohol breath analyzers which are operated by trained and certified persons and/or a means to screen for alcohol prior to evidentiary testing.
- ☐ Provide Medical Review Officer (MRO) services, their name and contact information, and documentation as to MRO's status with the Nevada Medical Board. The MRO must follow all FMCSA regulations and be willing and able to defend his decisions.
- ☐ Alcohol and controlled substances test results must be reported to the DEPARTMENT within three (3) working days after the sample(s) are taken in Carson City, Reno, Sparks or Las Vegas. All others must be reported within 5 working days. Initial results may be transmitted to the DEPARTMENT electronically via e-mail or secure facsimile. Upon request, original documentation must be sent via US mail within 5 working days after the initial results are reported to the DEPARTMENT.
- ☐ Provide statewide access to certified Substance Abuse Professionals (SAP) for affected DEPARTMENT employees and develop, provide and maintain a current list of qualified alcohol and substance abuse treatment providers for the DEPARTMENT and its employees. SAPs must be licensed by the State Board of Examiners pursuant to NRS 641C and certified by an accredited industry organization (i.e DATIA).
- ☐ Provide a current list of rehabilitation services for both patient and out-patient treatment programs as requested.
- ☐ Administer the follow-up and return-to-duty testing program by recommending select dates for subsequent tests in consultation with the SAP selected by the affected employee and provide monthly reporting for all drivers found to be controlled substances and/or alcohol positive.
- ☐ Develop, maintain and use a record-keeping system in compliance with applicable Federal DOT regulations and provide annual and quarterly reports of the program status, detailing the number, type, results (positive, negative, dilute, etc.) and costs of tests performed, to the DEPARTMENT at no additional cost. The Annual report shall be in the format required by Federal DOT to be received by the DEPARTMENT no later than January 30th of each year and quarterly reports to be received by the DEPARTMENT by the 15th day of the month following the end of the quarter.
- ☐ Provide invoicing on a monthly basis in a format agreed upon by the DEPARTMENT.

SECTION VI - PROJECT SCHEDULE

This agreement will be in effect up to and including September 30, 2011. The NDOT reserves the option to extend the Agreement for an additional two (2) years based on the CONTRACTOR's performance and funding.

SECTION VII - 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; pricing must be separate and submitted in a sealed envelope marked "COSTS". The cover letter should not exceed one single-spaced, single-sided 8½" x 11" page and should include the Contractor's contact person relative to the proposal and the invoice address to which payment shall be made. The proposals shall include:

A. CONTRACTOR CRITERIA EVALUATION ITEMS

1. Primary Contractor Company Experience
Contractors must provide a company profile. Information shall include:
 - a. Company Ownership (sole proprietor, partnership, etc.). Incorporated companies must identify that state in which the company is incorporated and the date of incorporation. Be advised that pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the NDOT and the awarded Contractor, unless specifically exempt by NRS §80.015. The selected Contractor, prior to doing business with the NDOT must be appropriately licensed by the Department of Taxation in accordance with NRS §360.780.
 - b. Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the contractor/company or in which the contractor/company has been judged guilty or liable with the State of Nevada.
 - c. Location(s) of the company offices and location of the primary office that will provide the services described in the RFP.
 - d. Name, address and telephone number of the Contractor company's point of contact for a contract resulting from this RFP.
 - e. Company background/history and why the Contractor /company is qualified to provide the services as described in this RFP.
2. Project Approach:
 - a. Describe your team's experience and understanding of project requirements contained in the Scope of Services.
 - b. Identify specific methods or procedures 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.
3. Project Team:
 - a. Provide the names, number of team members at each location, and duties to be performed by the key staff responsible for performance of any contract resulting from this RFP.
 - b. Identify specific subcontractors and the specific project requirement of this RFP for which each proposed subcontractor will perform services. If the subcontractor subcontracts services pertaining to this RFP, they must be identified also.
 - c. Provide a summary of the education and past experience with similar projects for each member of the Contractor's staff who will be assigned to

- this project, including resumes for the project manager and the key principals and/or subcontractors.
- d. Include a current organizational chart of the project team, including subcontractor(s) with responsibilities of team members identified therein.
 - e. Identify the location(s) where actual work will be completed.
 - f. Provide a percentage of work to be completed at each location, if applicable.
 - g. Identify the location of the office which will provide primary project control for this project.
4. 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.
 5. Availability and Capacity:
 - a. Provide a listing of your firm's technical equipment which will support this effort.
 - b. Describe your team's ability to meet time lines established for this project.
 - d. Identify the availability of Contractor staff to attend meetings and interact with NDOT staff on short notice.
 6. Proximity of Project Team:
 - a. Describe your firm's location in the geographical area.
 - b. Describe your knowledge of the locality of the project.
 7. Costs:
 - a. All Cost Proposals shall be submitted as a separate, sealed package and clearly marked: "Cost Proposal in Response to RFP #013-09-016"
 - b. Proposers must provide detailed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated.

B. PROPOSAL LIMITATIONS

The written proposals shall be limited by the following:

1. The total proposal package shall not exceed Twenty-five (25) double-spaced, single-sided 8½" x 11" pages, which does not include the cover letter.
2. Statement of Qualifications and section dividers without verbiage or graphics do not count towards the page limitations.
3. Pages contained in the Contractor's proposal which are 11" x 17" will be counted as two (2) pages.

SECTION VIII - SUBMITTAL INSTRUCTIONS

Contractors shall submit their proposals in two (2) parts as designated below:

Part I: Technical Proposal:

One (1) original marked "ORIGINAL"
Four (4) identical copies

The technical proposal must include a tab/section labeled for each of the following criteria:

- Past Performance
- Project Team
- Availability and Capacity
- Proximity of Project Team

The technical proposals are required to include a separate tab/section labeled "proposal documents" which shall include:

- Contractors Business License
- Certificate of Insurance

Technical Proposal must not include cost or confidential information. Technical Proposal shall be submitted to the NDOT in a sealed package and be clearly marked: Drug and Alcohol Testing Services RFP No. 013-09-016".

Part II: Cost Proposal:

- One (1) original marked "ORIGINAL"
- Four (4) identical copies

The cost proposals are required to include:

- Attachment B- Cost Proposal Form

Cost Proposal shall be submitted to the NDOT in a separately sealed envelope and be clearly marked: "Cost Proposal in Response to RFP #013-09-016".

The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will NOT be considered. Proposal may be modified by facsimile, e-mail or written notice provided such notice is received prior to the proposal submittal date.

SECTION IX – PROTEST PROCEDURE

In the event an unsuccessful proposer wants to protest the results of selection, the NDOT will accept written protests within 15 calendar days of an official NDOT Notification of Results. 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 Consultant/Contractor shall not be stayed during the pendency of any protest. Any agreement with the selected Consultant/Contractor 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:

Contractor Evaluation Form
Sample Agreement
Statement of Qualification Form
Contractor Reference Questionnaire

CONTRACTOR CRITERIA EVALUATION FORM

PROJECT DESCRIPTION: Statewide Alcohol and Controlled Substance Testing Program for NDOT

CONTRACTOR: _____

SUB-CONTRACTOR(S): _____

EVALUATION ITEMS	MAX SCORE	SCORE
1. Primary Contractor/Company Experience: Contractor/company has demonstrated experience in the service to be provided and specialized experience of the prime contractor and sub-contractors.		
Comments:		
2. Project Approach: Contractors approach to identifying procedures and implementing the project requirements and meeting the NDOT's needs. Contractor should consider including information regarding their Quality Assurance/Quality Control Program.		
Comments:		
3. Project Team: Project Manager to be assigned, education, capability and experience of the key personnel, including sub-contractors to be assigned and the estimated effectiveness of the team's proposed organization and coordination process.		
Comments:		
4. Past Performance: Past performance of the project team in terms of cost control of the Contractor's budget commitments, quality of work and compliance with project schedule. Include all relevant work completed in the past three (3) years.		
Comments:		
5. 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 contractor and sub-contractors. Demonstrate the capacity of the firm to meet the needs of the project. Consider the prime contractor and sub-contractors ability to provide services and other resources on a statewide basis.		
Comments:		
6. Proximity of Project Team(s): Knowledge of the locality of the project, including agency locations for random collections and coordination efforts for random collections. Accessibility to the project area.		
Comments:		
7. Costs: Reasonableness of costs compared to service provided, Complexity of cost proposal.		
Comments:		
TOTAL	100	

Approved:

Committee Member

Date

Agreement Number _____

INDEPENDENT CONTRACTOR'S AGREEMENT

This Agreement, made and entered into the _____ day of _____, 2009 by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT and **[Name and Address]**, hereinafter called the CONTRACTOR.

WITNESSETH:

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may contract for such technical services that may be required; and

WHEREAS, provisions contained in Chapter 284 of the Nevada Revised Statutes authorizes heads of departments to contract for the services of independent contractors; and

WHEREAS, the DEPARTMENT has determined a need for developing, maintaining and operating a random alcohol and controlled substances testing selection program for the DEPARTMENT on a statewide basis is necessary to ensure the NDOT's compliance with Nevada Administrative Code (NAC) 284, the Federal Controlled Substances and Alcohol Use and Testing Program, 49 CFR Parts 355, 392 and 391 of the "Federal Motor Carrier Safety Regulations" and the Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines hereinafter called the Project; and

WHEREAS, the CONTRACTOR is willing, able and qualified to perform the services outlined below; and

WHEREAS, the CONTRACTOR's services will be of great 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 hereby agreed by and between the parties as follows:

ARTICLE I - SCOPE OF SERVICES

1. The CONTRACTOR agrees to develop, maintain and operate a random alcohol and controlled substances testing selection program for the DEPARTMENT on a statewide basis.
2. The CONTRACTOR agrees to furnish all labor, materials, services, equipment, tools and personal expenses necessary to perform the work required under the terms of this Agreement, except as specifically provided herein.

ARTICLE II - PERFORMANCE

1. The term of this Agreement shall be from the date first written above through and including September 30, 2011, unless a change is further agreed to by written amendment signed by all parties.

2. The CONTRACTOR shall not proceed with said work until a copy of this fully executed Agreement is received, which shall constitute a written "Notice to Proceed" from the DEPARTMENT. If the CONTRACTOR does commence said work prior to receiving said "Notice to Proceed", the CONTRACTOR shall forfeit any and all right to reimbursement for that portion of the work performed prior to the receipt of said "Notice to Proceed". The CONTRACTOR shall notify the DEPARTMENT in writing of the exact date of commencement.

3. The CONTRACTOR shall assign one individual throughout the life of this Agreement who shall have overall Project responsibility unless illness or termination should require replacement.

4. The CONTRACTOR will stay within budget and time constraints. The CONTRACTOR agrees to furnish qualified and sufficient personnel to perform all services as required in a timely manner.

5. 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) days, when the DEPARTMENT determines that conditions beyond the control of the CONTRACTOR are unfavorable to its satisfactory prosecution. 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 CONTRACTOR 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 CONTRACTOR.

6. The CONTRACTOR shall at all times maintain control over and have complete responsibility for all services performed by the CONTRACTOR and any subcontractors under this Agreement.

7. The DEPARTMENT reserves the right to add related additional work or otherwise alter the service provided for the CONTRACTOR to perform within the terms of this Agreement. The cost of and the time required to perform this additional work will be negotiated by the parties and specified in an amendment to this Agreement signed by both parties. An alteration or addition ordered by the DEPARTMENT which substantially changes the services provided for by the expressed intent of this Agreement will be considered extra work, and shall be specified in an Amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

8. The CONTRACTOR shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of the DEPARTMENT. The CONTRACTOR will, subsequent to obtaining written approval from the DEPARTMENT, provide the DEPARTMENT with a copy of the contract or Agreement for said work. Should the CONTRACTOR subcontract any work under this Agreement, it is the CONTRACTOR's responsibility to ensure that the subcontractor is in compliance with all provisions of 48 CFR Chapter 1, Part 31. Should the CONTRACTOR fail to ensure that subcontractors comply with 48 CFR Chapter 1, Part 31, then the CONTRACTOR will be responsible for any costs or deficiencies resulting from such non-compliance. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of the DEPARTMENT, shall be void.

9. The CONTRACTOR shall sign Attachment B - "Affidavit Required under Section 112(c) of Title 23 United States Code", attached hereto and incorporated herein.

ARTICLE III - TERMINATION

1. The DEPARTMENT may terminate this Agreement without cause ten (10) calendar days after service of a termination letter to the CONTRACTOR. In the event this Agreement is terminated in this manner, the CONTRACTOR 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 State Legislature and/or federal sources. The DEPARTMENT may terminate this Agreement, and the CONTRACTOR waives any and all claim(s) 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 CONTRACTOR fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods or 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 CONTRACTOR 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 CONTRACTOR becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

d. If the DEPARTMENT materially breaches any material duty under this Agreement and any such breach impairs the CONTRACTOR'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 CONTRACTOR, or any agent or representative of the CONTRACTOR, 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 notice shall be deemed to have been served on the date of posting.

5. In the event of the CONTRACTOR's breach of the Agreement, all costs and charges incurred by the DEPARTMENT, as a result of the breach, together with the cost of completing the work which exceeds the sum which would have been payable under this Agreement, shall be deducted from any money due or which may become due to said CONTRACTOR. In case expenses exceed the sum which would have been payable under this Agreement, then the CONTRACTOR shall be liable and shall pay to the DEPARTMENT the amount of said excess.

6. Whenever the work contemplated and covered by this Agreement has been completely performed on the part of the CONTRACTOR, and all items of work have been approved and accepted by the DEPARTMENT, according to this Agreement, and the final payment made, this Agreement shall be terminated.

ARTICLE IV - COST

1. The cost of the services by the CONTRACTOR shall not exceed the sum of _____ and ___/100 Dollars (\$_____). Payment will be based on actual quantities delivered/services provided.

2. The cost of the work to be performed under this Agreement will be paid for by the DEPARTMENT monthly and upon acceptance of the work.

3. No additional costs shall be allowed to the CONTRACTOR for assistance by, or services of others, except by express permission in writing by the DEPARTMENT.

4. Travel costs will be reimbursed at the current rates allotted to state employees.

5. The CONTRACTOR shall be reimbursed for the use of company or personal vehicles at the current rate allotted to State Employees. There are no additional reimbursable vehicle charges above or beyond this rate.

6. When requested by the DEPARTMENT, the CONTRACTOR shall schedule its own airline and rental car reservations by the most economical means for reimbursement. Original receipts for air fare 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 CONTRACTOR for a rental vehicle.

ARTICLE V - SCHEDULE OF PAYMENTS

1. The CONTRACTOR shall submit a signed invoice monthly for services rendered along with one copy of substantiating documentation. The invoice must be submitted on the CONTRACTOR'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.

2. The DEPARTMENT reserves the right to inspect and approve the work performed before payment is made to the CONTRACTOR. Payment will be withheld for unsatisfactory work until the work is completed to the satisfaction of the DEPARTMENT.

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

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. The CONTRACTOR shall be responsible for all applicable federal, state, and local government obligations. The CONTRACTOR will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of the CONTRACTOR in accordance with NRS 361.157 and 361.159. The CONTRACTOR warrants that it has a valid business license. The CONTRACTOR agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Agreement. The DEPARTMENT may set-off against consideration due any delinquent government obligation.

2. It is expressly understood that the CONTRACTOR is an independent contractor, and is subject to all statutes and laws, including section 284.173 of the Nevada Revised Statutes, relating to independent contractors, and in no event will the CONTRACTOR, his agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of the DEPARTMENT.

3. The CONTRACTOR 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 group insurance plans which may be available to employees of the DEPARTMENT;
- (d) Participation or contribution by either the CONTRACTOR 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 CONTRACTOR 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 or fees.

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

5. The CONTRACTOR shall, before commencing work under the provisions of this Agreement, furnish to the DEPARTMENT proof of worker's compensation insurance as required by Nevada Revised Statutes.

6. The CONTRACTOR 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. Such insurance shall be maintained for the entire period of the Agreement. This policy shall include 30-days advance written notice of any cancellation of said policy. The insurance provider shall furnish the DEPARTMENT with certificate and endorsement of such insurance prior to commencement of professional services. It is further understood and agreed upon by the parties that the CONTRACTOR shall procure, pay for and maintain the above-mentioned insurance coverage at his own sole cost and expense.

7. 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.

8. The DEPARTMENT has the option of requesting, at any time, a meeting with the CONTRACTOR or his authorized representative to discuss and review Project status and the CONTRACTOR shall furnish thereafter a copy of the minutes of such meetings to the DEPARTMENT.

9. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of its total responsibility for the accuracy and correctness of data prepared under the terms of this Agreement.

10. The CONTRACTOR 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 the CONTRACTOR's current rate at the time such services are necessary.

11. The CONTRACTOR and all successors, executors, administrators, and assigns of the CONTRACTOR's interest in the work or the compensation herein provided shall be bound to the DEPARTMENT to the full legal extent to which the CONTRACTOR is bound with respect to each of the terms of this Agreement.

12. The CONTRACTOR warrants that it has not employed or retained any company or persons (other than a bona fide employee working solely for the CONTRACTOR) to solicit or secure this Agreement and that it has not paid or agreed to pay any company or persons (other than a bona fide employee working solely for the CONTRACTOR) 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.

13. 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 the parties' rights to file suit in the district courts of the State of Nevada.

14. During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

a. Compliance with Regulations: The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

b. Nondiscrimination: The CONTRACTOR, with regard to the work 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 CONTRACTOR 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 CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'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 CONTRACTOR 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 to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

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

1. Withholding of payments to the CONTRACTOR under the Agreement until the CONTRACTOR 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 CONTRACTOR will include the provisions of Paragraphs (a) through (e) in every subcontract including procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may

request the DEPARTMENT to enter into such litigation to protect the interests of the DEPARTMENT, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

a. Debarment and/or Suspension: The CONTRACTOR certifies that neither it nor its 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 CONTRACTOR 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 CFR, Part 27, and any relevant program-specific regulations.

c. Civil Rights: The CONTRACTOR and sub-contractor 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.

16. It is expressly understood that the duly authorized representatives of the DEPARTMENT and the Federal Highway Administration shall have the right to inspect the work of the CONTRACTOR whenever such representatives may deem such inspection to be desirable or necessary, and further that said representatives shall have access to such records of the CONTRACTOR as pertain to charges made under this Agreement, and the CONTRACTOR will retain records subject to audit, for three (3) years from date of final payment.

17. The CONTRACTOR agrees that any reports, materials or other documents prepared by the CONTRACTOR in the performance of its obligations under this Agreement shall be the exclusive property of the DEPARTMENT. The CONTRACTOR shall remit all such documents to the DEPARTMENT upon completion, termination or cancellation of this Agreement. The CONTRACTOR shall not use, willingly allow or cause to have such documents used for any purpose other than performance of the CONTRACTOR's obligation under this Agreement without the prior written consent of the DEPARTMENT.

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

19. To the fullest extent permitted by law, the CONTRACTOR 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 CONTRACTOR or the employees or agents of the CONTRACTOR in the performance of this Agreement.

20. The CONTRACTOR 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 CONTRACTOR.

21. The CONTRACTOR 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 CONTRACTOR 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/Vendor_Services.html. The CONTRACTOR will follow the Registration Instructions, complete the Registration Substitute IRS Form W-9 and submit it to the State Controller's Office.

23. In connection with the performance of work under this contract, the CONTRACTOR 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 of or training, including, without limitation, apprenticeship. The CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. 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.

25. 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.

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

27. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the 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 pursuant to the terms or provisions of this Agreement.

28. 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.

29. 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.

30. 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 CONTRACTOR has signed and the DEPARTMENT has caused its name to be signed hereon on the date first above written.

CONTRACTOR: **[Name]**

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

Director

Name (Print)

Approved as to Legality and Form:

Title (Print)

Deputy Attorney General

Attachment A
AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
COUNTY OF _____ } SS

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).
being duly sworn do depose and say: That _____
(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

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

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

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.

DRAFT

**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*) for **each** specialty (discipline) in which your firm wishes to be considered. 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. | DRUG TESTING |
| C. | MULTI-MODAL TRANSPORTATION SYSTEMS | I. | _____ |
| D. | PARTNERING FACILITATORS | J | _____ |
| E. | PLANNING - AVIATION, RAIL AND TRANSIT | K. | _____ |
| F. | PHOTOGRAMMETRY (MAPPING) | | |



**State of Nevada
Department of Transportation**

**RFP No. 013-09-016 REFERENCE QUESTIONNAIRE
FOR:**

(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. Please return this form to the Nevada Department of Transportation (NDOT) via email to agreeservices@dot.state.nv.us, or fax to (775) 888-7101 no later than _____ at 3:00 pm. **Do not** remit this document to the company requesting the reference.

The information contained in this questionnaire will be confidential and will not be accessible to the referenced company. For questions or concerns regarding this form, please contact the Agreement Services Division by phone - (775) 888-7070 or email - agreeservices@dot.state.nv.us and refer to the RFP number.

CONFIDENTIAL INFORMATION

Company providing reference _____

Contact name and title/position _____

Contact telephone number _____

Contact email address _____

Questions:

1. In what capacity have you worked with this company in the past? Please explain the company's responsibilities.
COMMENTS:

2. How would you rate this company's knowledge and expertise?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

3. How would you rate the company's flexibility relative to changes in the project scope and timelines?
____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

4. What was your level of satisfaction with hard-copy materials/products developed by the company?

___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. Was the work done by this company completed on time and within budget?

COMMENTS on Time:

COMMENTS on Budget:

6. Who were the company's principal representatives involved in your project and how would you rate them individually? Please comment on the skills, knowledge, behaviors or other factors on which you base your rating.

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. With which aspect(s) of this company were you:

Most satisfied with

COMMENTS:

Least satisfied with

COMMENTS:

8. Would you recommend this company's service to your organization again?

COMMENTS: