

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

# REQUEST FOR PROPOSAL

## 258-21-052

Project Specifications and Instructions  
for Submitting a Proposal to Furnish

## Title VI Supportive Services

Statewide

Due: **July 9, 2021**  
No later than 11:00 A.M. PT



Kristina L. Swallow, P.E., Director  
Department of Transportation

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This Request for Proposal (RFP) is being advertised to select one (1) firm with whom the Nevada Department of Transportation (DEPARTMENT) hopes to negotiate an Agreement for the described services. The firm will complete the entire scope of services for all Federal Transit Administration (FTA) funded subrecipients/grantees in the State of Nevada. Issuance of this RFP shall in no way constitute a commitment by the DEPARTMENT to execute an Agreement.

The DEPARTMENT reserves the right to issue addenda to this RFP prior to the Proposal due date. It is the Proposer's responsibility to check for any addenda to this procurement at [www.dot.nv.gov](http://www.dot.nv.gov) prior to Proposal submission. Submission of a Proposal constitutes acknowledgement of this RFP and all subsequent addenda. The DEPARTMENT 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 DEPARTMENT to do so.

## **SECTION I - BACKGROUND**

The United States Department of Transportation (USDOT), pursuant to 23 CFR 200 (as amended), requires the DEPARTMENT to administer a Title VI program. The DEPARTMENT is responsible to ensure that Title 23 and Title 49 Code of Federal Regulations (CFR) requirements are met to provide reporting, training and technical assistance, and conduct reviews and audits for Title VI Program participants (Nevada agencies receiving pass-through federally assisted funds (subrecipients) from the USDOT through the Federal Transit Administration (FTA). Subrecipients/Grantees are those agencies receiving federal assistance through the FTA. The successful SERVICE PROVIDER(s) will assist the DEPARTMENT's staff in developing and providing creative programs that follow regulatory requirements in delivering Title VI-related reports and documents, public information, training, monitoring, compliance reviews, and follow-up.

## **SECTION II - MINIMUM QUALIFICATIONS**

Statement of Qualifications (SOQ) will first be reviewed to determine if minimum qualification requirements are met. Qualifications will be evaluated solely based upon information submitted in the SOQ; therefore, the SOQ must include sufficiently detailed information to clearly establish that the Proposer meets the minimum qualifications. Any Proposals submitted that do not meet the minimum qualification requirements, as outlined below, will be disposed of in an appropriate manner, at the sole discretion of the DEPARTMENT, and without further review. All minimum qualifications must be held at time of submittal unless otherwise indicated.

### **Minimum Qualification Requirements:**

The Project Manager must have two (2) years within the past five (5) years of combined experience, with timeframes, in the following areas:

1. Supporting a State Department of Transportation (DOT) Title VI program.
2. Developing and using appropriate program measurements to develop a regulatorily required State DOT Title VI program.
3. Creating and presenting training materials for a State DOT Title VI program.
4. Providing guidance, technical assistance and overall program support to State DOT Title VI programs.
5. Preparing detailed technical reports for a State DOT Title VI program.
6. Monitoring program-related activities including developing procedures, training, reviews, documenting and following up with appropriate authorities for a State DOT Title VI program.

7. Facilitating effective State DOT Title VI program-related working relationships among various Local Public Agencies.
8. Monitoring and reporting a structured State DOT Title VI program's progress on a recurring and periodic basis.
9. Facilitating State DOT Title VI Program training and workshop events.
10. Facilitating reviews of State DOT Title VI technical or program areas.

**SECTION III - SCOPE OF SERVICES**

Please see Attachment A - Scope of Services.

**SECTION IV - INSTRUCTIONS TO PROPOSER**

Task	Date
RFP Release	<b>6/11/2021</b>
Proposers' Questions Due	<b>6/18/2021</b> at 11:00 A.M. PT
DEPARTMENT's Response to Proposers' Questions Distributed	<b>6/25/2021</b>
Proposal Due	<b>7/9/2021</b> at 11:00 A.M. PT

**The Proposal must respond to each Evaluation Factor, listed in the exact order below. Provide clearly titled sections, referencing the same number and title as the Evaluation Factor being addressed.**

Proposals shall be submitted in two (2) distinct parts - the **Technical Proposal** and the **Cost Proposal**. The Technical Proposal **must not** include any cost information. Electronic Cost Proposal submissions must be uploaded to the Cost Proposal folder.

**EVALUATION FACTORS**

- 1. Project Approach (35 points):** Proposer's approach to project implementation and meeting the DEPARTMENT's needs. Identification of specific methods to be used to complete each project requirement. Identification of potential complications or difficulties that may be encountered in the implementation of required services along with suggested resolutions. Discussion of partnering philosophy and application of principles. Proposer's knowledge and experience of related strategies in monitoring and evaluating government programs. Proposer's knowledge of similar or identical programs. Proposer's knowledge of the DEPARTMENT's overall vision, and the ability and flexibility of the project team to accommodate and advance that vision.
- 2. Cost (30 Points):** To be submitted on Attachment B to the Cost Proposal Folder. Technical Proposals must not contain any cost information.
- 3. Project Team (15 points):** Proposer's detailed listing of past experience with similar projects for each team member the Proposer assigns to this project. Identification of experience working together as a team. Current organizational chart of the project team, including subcontractor(s), and responsibilities of team members. Explanation of responsibilities of team members.
- 4. Availability and Capacity (10 points):** Proposer's demonstration of the availability of the key project team members for the duration of the project. Identification of team members' existing and projected workloads for the prime consultant and sub-consultant(s). Demonstration of the capacity of the Proposer to meet the needs of the project. Consideration of the prime consultant

and sub-consultant's depth of staffing and other resources. Identification of availability of staff to attend meetings, and to interact with DEPARTMENT staff on short notice.

5. **Past Performance (5 points):** Proposer's past performance in terms of projects, quality of work, compliance with project task schedule, and cost control of budget commitments. Inclusion of detailed description of relevant work completed in the past five (5) years including references for each project.
6. **SBE Goal (5 points):** 35% - Submittal of completed Attachment C - SBE Commitment to Subcontractors, SBE Certificates, and SBE Commitment Letters per Section VII will satisfy a response to this Evaluation Factor and will not count towards the maximum allowable pages.

The Proposers must follow these requirements in preparing their Proposals:

1. The Proposal must respond to each Evaluation Factor. Each response must be contained in its own unique, numbered section bearing the same number and title as the particular Evaluation Factor being addressed and presented in the exact same order as the Evaluation Factors appear in Section IV - Instructions to Proposer.
2. The responses to the Evaluation Factors including tables, figures, charts and graphics, must be 1.5-line spacing, must use no smaller than 11-point Arial font, and must not exceed **twenty (20)** 8½" x 11" pages. The DEPARTMENT will use Microsoft Word as a measure to determine formatting requirements. 11" x 17" pages will be counted as two (2) pages. Please see paragraph 4 below for additional information on what is not included in the page count.
3. A Cover Letter is required. The Cover Letter may be single-spaced and must not exceed one (1) 8½" x 11" page. The DEPARTMENT will use Microsoft Word as a measure to determine formatting requirements. It must include the Proposer's contact information including name, mailing address, telephone number, and email address.
4. Resumes, Nevada State Business Licenses, Statements of Qualifications (see Attachment D - Statement of Qualifications), SBE Form (Attachment C - SBE Commitment to Subcontractors), SBE Certifications, and SBE Commitment Letters must only be included as an Appendix to the Proposal. Cover Page, Section Dividers, Cover Letter, and aforementioned Appendix do not count towards the page count limitation identified in Paragraph 2 above. Any additional appendices with information that pertains to the Evaluation Criteria will be counted toward the page limit.

Failure to meet any stated requirements or limitations within this RFP may result in a Proposal being deemed non-responsive in the DEPARTMENT's sole discretion.

Each Proposer must submit its Proposal in a searchable PDF format through the DEPARTMENT's Vendor Portal website, located at [www.dot.nv.gov/doing-business/vendor-opportunities/vendor-portal-login](http://www.dot.nv.gov/doing-business/vendor-opportunities/vendor-portal-login). In order to submit Proposals, Proposers must initially register with the DEPARTMENT at [www.dot.nv.gov/doing-business/vendor-opportunities/vendor-registration](http://www.dot.nv.gov/doing-business/vendor-opportunities/vendor-registration). After submitting the online registration application, the Proposer will receive an email containing a unique registration number, which will allow the Proposer to proceed through the Proposal submittal process.

Any Proposal received prior to the date and time specified above for receipt of Proposals may be withdrawn or modified; Proposals can be modified through the Vendor Portal webpage any time prior to the date and time specified above. The modified Proposal must be received before the time and date specified above for receipt of Proposals.

Proposals received after the specified deadline will not be considered and will be disposed of in an appropriate manner suitable to the DEPARTMENT, in its sole discretion.

Confidential Information, Trade Secrets, and/or Proprietary Information must be marked as such in the Proposal. The failure to mark this information as per NRS 333.020 and 333.333 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the DEPARTMENT. If the DEPARTMENT reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 333, the DEPARTMENT will contact the Proposer. The Proposer must advise the DEPARTMENT as to whether it either accepts the DEPARTMENT's determination that the information is not confidential or withdraws the information. The Proposer will not be allowed to alter the Proposal after the date and time set for receipt of Proposals shown above. Notwithstanding the provisions in NRS Chapter 333, the DEPARTMENT retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

The DEPARTMENT assumes no financial responsibility in connection with the Proposers' costs incurred by attending the pre-submittal meeting if required, in the preparation and submission of the Proposal packets, or by attending the oral interviews, if such interviews are conducted by the DEPARTMENT in its sole discretion.

Each Proposer shall familiarize itself with the "Sample Service Agreement" template which can be found under the "Vendor Opportunities" section on the [Nevada Department of Transportation](http://www.transportation.nv.gov) website. To maintain consistency between the DEPARTMENT and its SERVICE PROVIDERS, only those portions of the "Sample Service Agreement" which are blank may be open for negotiation.

A pre-negotiation audit may be required by the DEPARTMENT's Audit Services. The objective of a pre-negotiation audit is to establish a provisional indirect cost rate of direct labor to be utilized for negotiations and progress payments to the SERVICE PROVIDER during the course of the project. All DEPARTMENT audits will be conducted and/or indirect cost rates will be accepted in accordance with the guidelines stated in the most recent American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit and Accounting Guide, which can be found at [www.transportation.org](http://www.transportation.org), and the DEPARTMENT's policy on the same.

The Cost Per Unit of Work method of compensation shall be used for the Proposer's services, as set forth in 48 CFR Chapter 1.

## **SECTION V - RULES OF CONTACT**

The following rules of contact shall apply during this procurement:

After release of the RFP and through the Notice of Intent to the Notice of Award of the Agreement, the Proposers shall **ONLY** correspond with the DEPARTMENT regarding this RFP through the DEPARTMENT's designated representative as per NAC 333.155. The designated representative's contact information is:

Agreement Services  
Nevada DEPARTMENT of Transportation  
1263 South Stewart Street, Room 102  
Carson City, Nevada 89712  
Phone: 775-888-7070, Option 1  
Fax: 775-888-7101  
[agreeservices@dot.nv.gov](mailto:agreeservices@dot.nv.gov)

The Proposers shall not contact the DEPARTMENT's employees, including DEPARTMENT heads, members of the review committee and/or any official who will participate in the decision to award the Agreement regarding the Project, except through the process identified above. Any communications determined to be improper may result in disqualification, at the sole discretion of the DEPARTMENT. Any official information regarding the RFP will be disseminated by the DEPARTMENT. Specific information

necessary for the preparation of Proposals will be disclosed to all Proposers. The DEPARTMENT will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein. Failure to comply with these rules of contact may result in a Proposal being deemed non-responsive in the DEPARTMENT's sole discretion.

### **SECTION VI - PROPOSER QUESTIONS**

Any irregularities or lack of clarity in the RFP must be brought to Agreement Service's attention, in writing, as soon as possible, so that corrective addenda may be furnished by the DEPARTMENT in a timely manner to all Proposers.

Any questions raised by Proposers must be submitted in writing through the Open Procurements webpage, located at [www.dot.nv.gov/doing-business/vendor-opportunities/open-procurements](http://www.dot.nv.gov/doing-business/vendor-opportunities/open-procurements) no later than **11:00 A.M. PT, on June 18, 2021**. The DEPARTMENT will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, on or before **June 25, 2021**. Only requests submitted through the Open Procurements webpage will be considered. No requests for additional information or clarification to any other DEPARTMENT office, consultant, employee, or the Federal Highway Administration (FHWA) will be considered.

### **SECTION VII - SBE REQUIREMENTS**

The DEPARTMENT has established a Small Business Enterprise (SBE) participation goal of thirty-five percent (35%) of the total dollar value of the negotiated Agreement with the successful Proposer.

SBE firms must be certified by the Nevada Unified Certification Program (NUCP) in accordance with 49 CFR Part 26 in a NAICS code applicable to the kind of work the firm would perform on the project in order to count towards SBE goal attainment. The DEPARTMENT is an agency member of the NUCP. A list of certified SBEs may be obtained from the DEPARTMENT's website at [www.nevadadbe.com](http://www.nevadadbe.com). SBE status continually changes; therefore, it is recommended that the Proposer verifies certification at [www.nevadadbe.com](http://www.nevadadbe.com) before submitting a Proposal.

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

- A. Completed Attachment C - SBE Commitment to Subcontractors form;**
- B. Copy of selected SBE(s)' certification issued by the NUCP; and**
- C. A SBE Commitment Letter ([sample letter](#)) from each SBE firm listed on Attachment C - SBE Commitment to Subcontractors form, on the SBE firm's letterhead, clearly indicating:**
  - a. the SBE firm's name and address;**
  - b. a description of the work to be performed by the SBE; and**
  - c. the percentage of the negotiated Agreement to be performed by the SBE.**

A Proposer who is unable to meet the SBE requirement stated herein may receive SBE evaluation criteria points by making a documented "Good Faith Effort" that is approved by the DEPARTMENT. The documentation necessary to establish a "Good Faith Effort" must be submitted with the Proposal. The "Good Faith Effort" must be a substantial, documented effort that may include, but is not limited to, the items listed in 49 CFR Part 26, Subpart C, Sections 26.53(a)(2) and Appendix A.

Proposers failing to demonstrate their ability to attain the stated SBE goal or to provide adequate Good Faith Efforts approved by the DEPARTMENT in accordance with 49 CFR Part 26, Subpart C, **shall receive a score of zero (0)** for their Proposal's SBE Evaluation Criteria.

The Proposer shall utilize the specific SBEs listed to perform the work and supply the materials for which each is listed on Attachment C - SBE Commitment to Subcontractors form unless the contractor obtains the DEPARTMENT's written consent as provided in 49 CFR Part 26.53 (3)(f), (4) & (5); and unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed SBE.

The Proposer shall not terminate a SBE subcontractor listed in Attachment C - SBE Commitment to Subcontractors form (or an approved substitute SBE firm) without the prior written consent of the DEPARTMENT. This includes, but is not limited to, instances in which a Proposer seeks to perform work originally designated for a SBE subcontractor with its own forces or those of an affiliate, a non-SBE firm, or with another SBE firm.

When a SBE participates in a Service Agreement, expenditures toward SBE goals will only count if the SBE is performing a commercially useful function on the Service Agreement. A SBE performs a commercially useful function when it is responsible for execution of the work of the Service Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE shall also be responsible, with respect to materials and supplies used on the Service Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a SBE is performing a commercially useful function, you shall evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Service Agreement is commensurate with the work it is actually performing and the SBE credit claimed for its performance of the work, and other relevant factors.

All SBE requirements and good faith efforts and Commercially Useful Function evaluations shall be in accordance with 49 CFR Part 26.

### **SECTION VIII - NEVADA BUSINESS LICENSE REQUIREMENT**

The selected firm, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS 76.100. Information regarding the Nevada State Business License can be located at [www.nvsos.gov](http://www.nvsos.gov).

Before the Agreement(s) resulting from this RFP can be executed, the successful Proposer(s) must provide the following:

- A. Nevada State Business License Number; and
- B. Business Entity's Legal Name (affirm that it is the same name under which the Proposer is doing business).

Additionally, if the Proposer is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

Each Proposer shall clearly state, at the time of Proposal submission, its willingness to adhere to this requirement by providing a statement of adherence within the proposal cover letter, a copy of its Nevada State Business License, a copy of its application from the Secretary of State Office, or a print out of the entity status, which can be obtained from the Nevada Business Search found on the homepage of the Nevada Secretary of State's website at [www.nvsos.gov](http://www.nvsos.gov).



Award of any Agreement is contingent on a Proposer having and holding an active and valid Nevada State Business License. The successful Proposer must satisfy this requirement within five (5) business days of issuance of the Notice of Intent. If a Proposer is unable or unwilling to adhere to this requirement, the DEPARTMENT will deem the Proposer to be non-responsive, and the DEPARTMENT will proceed to negotiate with the next most qualified firm, and so on, until an Agreement, that is acceptable to the DEPARTMENT, is negotiated.

To apply for a Nevada State Business License or to file appropriate formation documents with the Nevada Secretary of State's office, please visit [www.nvsos.gov](http://www.nvsos.gov). Business licenses can be obtained immediately by applying on-line; however, paper applications may take several weeks to process.

### **SECTION IX - SELECTION PROCESS**

Selection will be based on the Evaluation Factors listed in the Evaluation Factors section (Section IV), which will be used by a Review Committee to evaluate the Proposals. The Review Committee will be comprised of DEPARTMENT staff and may include other members representing local entities, who shall remain anonymous to protect the integrity of the procurement process.

Oral interviews will not be conducted except if two (2) or more proposers receive tying scores.

The committee may use the information submitted in the Proposer's Proposal package, the information referenced in this RFP, and the information presented at the interview, if applicable, to arrive at the final ranking. The Proposals will be ranked, and an Agreement may be negotiated following the selection of a most qualified Proposer. If an acceptable Agreement cannot be reached with the highest ranked firm, the DEPARTMENT may proceed to negotiate with the next highest ranked firm, and so on, until an acceptable Agreement is negotiated, or the DEPARTMENT, in its sole discretion, elects to terminate the solicitation.

### **SECTION X - DISCLOSURE OF CURRENT AND FORMER STATE EMPLOYEES**

Proposals from firms employing current employees or former employees of the State of Nevada will be considered pursuant to the requirements and limitations set forth in the NRS 333.705, and the State Administrative Manual, Section 323.

If the apparent top-ranked firm proposes any current state employees or former state employees who left state service within the preceding two (2) years, the DEPARTMENT must request approval from the State Board of Examiners (BOE) prior to entering into an Agreement with such firm. Each Proposer shall submit, as part of their Proposal, the "Authorization Current Employee" and/or "Authorization Former Employee" form(s) to assist the DEPARTMENT in requesting such approval from the BOE. The forms are located at <http://purchasing.nv.gov/contracts/empcontracting>.

In the event of a denial by the BOE, the Proposer will be allowed one (1) opportunity to replace the disapproved employee with another employee who possesses substantially equivalent capabilities. The DEPARTMENT has the authority to approve or deny the equivalent employee.

### **SECTION XI - AWARD PROCESS**

The DEPARTMENT shall issue its Notice of Intent in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Transportation Board, when required. Negotiations shall be confidential and not subject to disclosure to competing firms. The terms agreed to by the parties shall be confidential until an Agreement is executed. If contract negotiations cannot be concluded successfully, the DEPARTMENT, at its sole discretion and upon written notice to all firms, may negotiate a contract with the next highest-ranking firm or withdraw the RFP and cancel this procurement.

Upon the successful negotiation and execution of an Agreement, the DEPARTMENT shall issue a Notice of Award in accordance with NAC 333.170, at which time Proposals are no longer confidential and can be requested from the DEPARTMENT via a Public Records Request, available at: [www.dot.nv.gov/doing-business/contact-us/public-records-request](http://www.dot.nv.gov/doing-business/contact-us/public-records-request).

## **SECTION XII - TERMS, CONDITIONS AND EXCEPTIONS**

This procurement is being conducted in accordance with NRS Chapters 333 and 408, NAC Chapter 333, and SAM Section 300.

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

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

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

The DEPARTMENT shall not be obligated to accept the lowest priced Proposal but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).

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

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

All materials submitted in accordance with the prescribed deadline become the property of the DEPARTMENT and will not be returned. The DEPARTMENT's selection or rejection of a Proposal does not affect this right. The master copy of each Proposal shall be retained for official files and will become public record after execution of an Agreement. Only specific parts of the Proposal may be labeled a "trade secret," provided that the Proposer agrees to defend and indemnify the DEPARTMENT for honoring such a designation (NRS 333.333); unsuccessful Proposals containing "trade secrets" will be returned pursuant to NRS 239.010. The failure to so label any information shall constitute a complete waiver of any and all claims for damages caused by any release of such information by the DEPARTMENT. The DEPARTMENT shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

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

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

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed. By submitting a Proposal in response to this RFP, each

Proposer affirms that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Proposer's Proposal. An award will not be made where a conflict of interest exists. The DEPARTMENT, in its sole discretion, will determine whether a conflict of interest exists and whether it may reflect negatively on the DEPARTMENT's selection of a Proposer. The DEPARTMENT reserves the right in its sole discretion to impose additional requirements upon the Proposer to mitigate such conflict of interest or to disqualify any Proposer on the grounds of an actual or an apparent conflict of interest.

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

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

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

No announcement concerning the award of an Agreement as a result of this RFP can be made without the prior written approval of the DEPARTMENT.

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

### **SECTION XIII - PROTEST PROCEDURE**

Protests will be administered in accordance with, but not limited to, NRS 333.370, the terms contained herein, and may be filed only with respect to:

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

#### **A. DEADLINES FOR PROTESTS**

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

Protests concerning the issues described in Section XIII (2) must be filed within ten (10) calendar days after the DEPARTMENT issues to the Proposer a notice regarding the failure of any pass/fail criteria, or a notice regarding the non-responsiveness of the Proposal.

Protests concerning the issue described in Section XIII (3) must be filed within eleven (11) calendar days after the DEPARTMENT issues the Notice of Award.

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

## **B. PROTEST CONTENTS**

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

## **C. FILING OF PROTEST**

Protests shall be in writing, and sent to:

Nevada Department of Transportation  
ATTN: Administrative Services/Dispute Resolution Office  
RE: Protest of RFP 258-21-052  
1263 South Stewart Street, Room 101  
Carson City, NV 89712

## **D. BURDEN OF PROOF**

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

## **E. DECISION ON PROTEST**

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

## **F. PROTESTER'S PAYMENT OF COSTS**

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

## **G. RIGHTS AND OBLIGATIONS OF PROPOSERS**

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

of such Proposer's actions. **Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.**

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

## **ATTACHMENTS**

- Attachment A - Scope of Services
- Attachment B - Cost Proposal
- Attachment C - SBE Commitment to Subcontractors
- Attachment D - Statement of Qualifications
- Attachment E - Proposal Preparation Instructions
- Attachment F - Title VI Compliance Questionnaire

## **Attachment A Scope of Services**

The SERVICE PROVIDER is expected to provide supportive services for the DEPARTMENT's Title VI Program by either executing, or assisting in executing, the following in accordance with the deadlines established by regulation and law or instruction of the awarding body:

1. Providing guidance and technical assistance on Title VI matters, as needed.
2. Developing Title VI information for distribution to the general public, in other languages as needed.
  - Brochure
  - Flyer
3. Monitoring public participation and awareness of Title VI policies and procedures, for their effectiveness in reaching the public.
4. Developing and overseeing implementation of the DEPARTMENT's Limited English Proficiency plan by:
  - Assessing the transportation needs of eligible persons (Conduct a Four Factor Analysis).
  - Recommending reasonable actions to the DEPARTMENT to ensure meaningful access.
  - Recommending, developing and implementing monitoring control mechanisms to ensure delivery of service and ongoing compliance.
  - Compliance, monitoring, and oversight.
  - Providing technical assistance and guidance.
  - Reporting accomplishments and goals.
5. Collecting statistical data (race, color, sex, national origin and low-income status) of participants in and beneficiaries of DEPARTMENT programs.
6. Ensuring subrecipients develop procedures for the collection of statistical data (race, color, sex, national origin and low-income status) of participants in and beneficiaries of federal-aid programs.
7. Creating training materials and conducting training for subrecipients, contractors and DEPARTMENT staff:
  - Training Plan and materials will be approved prior to implementation of training.
  - Training will cover Title VI requirements.
  - Training will be conducted statewide.
  - Training attendance will be monitored and reported to the DEPARTMENT.
8. Reviewing and monitoring Title VI Assurances with subrecipients, ensure they are kept up-to-date and that each Assurances is in compliance with governing rules and regulations.
9. Assist with Title VI Reviews (includes follow-up reviews and interdisciplinary program reviews) by:
  - Drafting recommendations and procedures for ensuring Title VI compliance.
  - Scheduling and coordinating reviews either on cyclical or as-needed basis.
  - Scheduling Title VI Reviews.
  - Requesting and reviewing documents received from recipients of federal funds (desk audit).
  - Coordinate and lead Title VI reviews.
  - Evaluating documents and policies for adherence to the Title VI Program requirements.
  - Providing recommendations to the DEPARTMENT for resolutions of deficiencies.
  - Drafting initial report for review by DEPARTMENT staff.
  - Drafting Corrective Action Plan (CAP) for resolutions of deficiencies.
  - Providing technical assistance, tools and training to subrecipients to resolve deficiencies.
  - Monitoring CAPs to ensure compliance within ninety (90) days of issuance of the plan.

- Coordinate and lead a follow-up review.
  - Complete follow-up review report.
10. Reviewing environmental documents to ensure the proper inclusion of environmental justice and civil rights requirements in programs and projects.
  11. Preparing and disseminating an annual report of accomplishments for the past year and recommended goals for the following year.
  12. Reviewing DEPARTMENT program directives in coordination with DEPARTMENT program officials and where applicable, advise DEPARTMENT on applicability of inclusion of Title VI and related requirements.
  13. Annually update the Title VI program plan.
  14. Provide an annual accomplishment report.

Subrecipients, contractors, and the DEPARTMENT's staff are located throughout the state, and the SERVICE PROVIDER may be required to travel to any and all areas of the state in order to provide supportive services to the subrecipients.



**Attachment B  
Cost Proposal**

The Cost Proposal form must be completed in full, **as-is**, and submitted separately from the Proposal package, per Request for Proposal instructions. Costs listed must not contain any exceptions or contingency language. Costs should be best estimates of the Tasks listed; each Task represents a **sample** of items from the Scope of Services.

Failure to meet the requirements stated above may result in a Proposal being deemed non-responsive in the DEPARTMENT's sole discretion.

RFP 258-21-052

\_\_\_\_\_

Firm Name

\_\_\_\_\_

Signature

<b>Task</b>	<b>Cost</b>
Cost for Title VI subrecipient training, for one (1) subrecipient, in Las Vegas Nevada. Include travel costs, if applicable.	
Cost to collect and electronically submit a prepared FTA Assurance form from a subrecipient.	
Cost of <b>one (1)</b> monthly report with documentation to demonstrate activities completed (sign in sheets, fliers, other documentation retained during course of activities).	
<b>Total Proposed Cost of these Tasks</b>	

**Attachment C  
SBE Commitment to Subcontractors**

RFP Number: 258-21-052

SBE Participation Goal: \_\_\_\_\_%

**This form, a commitment letter on the SBE's letterhead, and the SBE's certification must be submitted for each firm listed with each Proposal.**

Name of Certified SBE Firm(s)	Scope of Work Detailed Description	% of Total Agreement

Total SBE Commitment % \_\_\_\_\_

I certify that these identified services and percentages were quoted by the SBE firm(s). If awarded this Agreement, our firm \_\_\_\_\_ Phone No. \_\_\_\_\_ intends to enter into subcontract Agreements with the SBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation could result in appropriate sanctions under applicable Local, State or Federal laws.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print/Type Name of Authorized Representative

\_\_\_\_\_  
Date

-----DEPARTMENT USE ONLY-----

DEPARTMENT DETERMINATION:

APPROVED       DENIED

If denied, please explain in the space provided.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

**Attachment D  
Statement of Qualifications**

**RFP-specific fillable PDF form is available on the NDOT Portal's "Documents" tab.**

The Statement of Qualification form must be completed in full, as-is, and submitted as part of the Proposal package per Request for Proposal instructions.

**Request for Proposal number: 258-21-052**

**Date prepared: \_\_\_\_\_**

**Firm's name: \_\_\_\_\_**

**Minimum Qualification Requirements:**

Please identify the proposed Project Manager by name, and provide their two (2) years within the past five (5) years of combined experience, with timeframes, in the following areas:

1. Supporting a State Department of Transportation (DOT) Title VI program.

2. Developing and using appropriate program measurements to develop a regulatorily required State DOT Title VI program

3. Creating and presenting training materials for a State DOT Title VI program.

4. Providing guidance, technical assistance and overall program support to State DOT Title VI programs.

5. Preparing detailed technical reports for a State DOT Title VI program.

6. Monitoring program-related activities including developing procedures, training, reviews, documenting and following up with appropriate authorities for a State DOT Title VI program.

7. Facilitating effective State DOT Title VI program related working relationships among various Local Public Agencies.

8. Monitoring and reporting a structured State DOT Title VI program's progress on a recurring and periodic basis.

9. Facilitating State DOT Title VI Program training and workshop events.

10. Facilitating reviews of State DOT Title VI technical or program areas.

## Attachment E Proposal Preparation Instructions

### **Proposal Submission**

- Proposal submitted no later than 11:00 A.M. PT on **July 9, 2021**.
- Submitted via NDOT Vendor Portal (prior registration required)  
[www.dot.nv.gov/doing-business/vendor-opportunities/vendor-portal-login](http://www.dot.nv.gov/doing-business/vendor-opportunities/vendor-portal-login)
- Clarifying questions submitted via the Open Procurements page no later than 11:00 A.M. PT on **June 18, 2021**.

### **Proposal Format**

- Font size, including tables, figures, charts and graphics, no less than 11-point Arial font
- Line spacing including tables, figures, charts and graphics, is 1.5-spaced
- The Department will use Microsoft Word as a measure to determine formatting requirements
- Ordered according to Evaluation Criteria

### **Proposal Content**

- Cover Letter not exceeding one (1) 8½" x 11" page, containing Proposer's name, mailing address, telephone number, email address and acknowledgement of Nevada Business License requirement, if a license is not included (not included in page count)
- Content (exclusive of Appendices) **not exceeding twenty (20) 8½" x 11" pages**

The following applies to the page count:

- 11" x 17" pages will be counted as two (2) pages
  - Pictures, graphics, figures and tables are included in the page count
  - Cover Page with identifying information is not included in the page count
  - The Cover Letter is not included in the page count
  - Plain section dividers identifying the Evaluation Criteria headings are not included in the page count
  - Section dividers containing additional text or graphics **are** included in the page count
  - Information submitted within the Appendices listed below are not included in the page count. All other information pertaining to the Evaluation Criteria will be included in the page count.
- Sections addressing each of the Evaluation Criteria in the following order:
    - Project Approach
    - Project Team
    - Availability and Capacity
    - Past Performance
    - Appendices (not included in page count) containing:
      - Resumes
      - Nevada State Business License
      - Statement of Qualifications (SOQ) (Attachment D)
      - SBE Form (Attachment C)
      - SBE Confirmation letters
    - Cost Proposal (To be submitted in the appropriate folder. Not to be included in the Proposal. Does not count toward maximum page count)

Confidential Information, Trade Secrets, and/or Proprietary Information clearly marked "Confidential."

**Attachment F  
Title VI Compliance Questionnaire**

Title VI is a statute provision of the Civil Rights Act of 1964:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (42 USC Sec 2000d)

The following information will be used by the Nevada DEPARTMENT of Transportation (DEPARTMENT) and the Federal Highway Administration (FHWA) for statistical purposes only. This information will be stored confidentially and will not affect any decisions made by the DEPARTMENT.

Your participation is voluntary but would be greatly appreciated. If you choose to participate, please do not include this form with your technical Proposal. Please upload this questionnaire to the Confidential folder provided in EPATS.

**Choose one ethnic group with which the principal owner(s) most identify:**

- Black** (Not of Hispanic origin: All persons having origins in any of the Black racial groups.)
- Asian/Pacific Islander** (All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.)
- Hispanic** (All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.)
- Native American** (All persons having origins in any of the original peoples of North America and who maintain cultural identification through a tribal affiliation or community recognition.)
- White** (Not of Hispanic origin: All persons having origins in any of the original peoples of Europe, North Africa, or Middle East.)
- Other** (All persons not matching one of the other choices.)

**Sex:**     Male         Female

I understand my participation is voluntary and decline to provide the requested information

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

Owner Name (Print): \_\_\_\_\_

Owner Name (Sign): \_\_\_\_\_

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