STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSAL

No.062-13-017

Project Specifications and Instructions
for Submitting a Proposal to Furnish

Aerial Photo Flights

on
Statewide Projects

Rudy Malfabon, P.E., Director
Department of Transportation

SECTION I - INSTRUCTIONS TO PROPOSER

The enclosed "Request for Proposal" (RFP) is being advertised and sent to prequalified firms for use in submitting information that will be used to select Two (2) firms with whom we hope to negotiate agreements for the described services.

The proposer shall submit four (4) CDs, with each CD containing one (1) typewritten, legible proposal contained within one (1) PDF file. Faxed proposals will not be accepted. Written proposals must be received **NO LATER THAN 3:00 P.M., on March 26, 2013**, and addressed **exactly** as follows:

Agreement Services
Nevada Department of Transportation
Attn: RFP #062-13-017
1263 South Stewart Street, Room 101
Carson City, NV 89712

Proposals received after the specified deadline or submitted to the wrong location ***will not*** be considered and will be disposed of in an appropriate manner suitable to the Nevada Department of Transportation (DEPARTMENT).

Proposers not currently prequalified (or desiring to prequalify) in the Aerial Photo Flights 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, as outlined below, will be disposed of in an appropriate manner, at the sole discretion of DEPARTMENT, without further review.

Aerial Photo Flights:
Provide aerial photography for use in transportation planning, mapping and engineering design. Consultant must have appropriate aircraft with aerial survey camera; experience with aerial survey and be proficient in performing aerial photo missions.

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the Proposer. To be considered, however, a written request to withdraw the proposal or the modified proposal must be received before the time and date specified above for receipt of Proposals. Oral interviews may be conducted for each firm that submits a written proposal. The DEPARTMENT has the sole discretion as to whether it will or will not conduct oral interviews. In the event that the DEPARTMENT elects to conduct oral interviews, each proposer in the competitive range will be advised of the format for such interview and will be provided with a schedule for such interview. Competitive range means a list of the most highly rated proposals based on the initial ranking of the proposals. It is based on the initial rating of each proposal measured against all evaluation criteria set forth in this RFP.

Confidential Information, Trade Secrets and/or Proprietary Information must be sealed in a separate package and each page must be clearly marked "Confidential." The failure to separate and 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 Chapter 333 of NRS, the DEPARTMENT will contact the Proposer. The Proposer must advise the DEPARTMENT whether it either accepts the DEPARTMENT's determination that the information is not

confidential or withdraw the information. The Proposer will not be allowed to alter the submittal 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.

Issuance of this RFP shall in no way constitute a commitment by the DEPARTMENT to execute an agreement. 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.

The DEPARTMENT reserves the right to issue supplemental releases addenda to this RFP prior to the closing date. In the event it becomes necessary to supplement any part of this RFP, DEPARTMENT will provide copies of such addenda to all who have attended the pre-submittal meeting (if applicable) and communicated to DEPARTMENT Agreement Services that they received the RFP.

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

The prime Proposer and its Project Manager shall comply with the Registration Requirements of Chapter 625 of the Nevada Revised Statutes (NRS), Professional Engineers and Land Surveyors, at the time of submission of the proposal. Such individual(s) must actually be employed by the firm that is submitting the proposal for consideration by the DEPARTMENT. All companies performing work for the DEPARTMENT are required to be prequalified in the appropriate discipline prior to execution of an agreement for the work described herein. A firm cannot meet the registration requirements of NRS, Chapter 625, for prequalification purposes, by "borrowing" such a person from another firm under the guise of a "Joint Venture" submission. If a RFP provides for prequalification as an initial step, and the RFP is for an engineering discipline, each firm of a Joint Venture must prequalify by having a Nevada licensed Professional Engineer / Land Surveyor on staff. Each Joint Venture firm must stand alone in this requirement. If the Proposal is being submitted by a Joint Venture, a copy of the documents by which such joint venture is formed must be submitted with the Proposal. Only those entities that have authority to sign on behalf of the joint venture or the members of the joint venture, as applicable, may sign the Proposal. However, if a proposal is submitted from a "Joint Venture" in response to a RFP for an engineering discipline and both firms have previously prequalified, only one Nevada licensed Professional Engineer/Land Surveyor need to be identified as a member of the team being proposed. The individual so named must be a Nevada licensed Professional Engineer/Land Surveyor at the time of submission. Pending licenses do not qualify.

The Proposer shall familiarize themselves with the "Service Agreement" template which can be found under the "Doing Business Section" on the www.nevaddot.com website. **To maintain consistency between the DEPARTMENT and its service providers, only those portions of the "Draft Agreement" which are open for negotiation shall be blank.** A pre-negotiation audit may be required by the DEPARTMENT's Internal Audit Division. All DEPARTMENT audits will be conducted in accordance with the AASHTO Uniform Audit and Accounting Guide 2010 which can be found at www.transportation.org. The "**lump sum**" method of compensation shall be used for the Proposer's services, as set forth in 48 CFR Chapter 1.

The following rules of contact shall apply during this Procurement for the Project:

A. After release of the RFP and through Notice of Intent to 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;

Agreement Services,
Nevada Department of Transportation
1263 South Stewart Street, Room 101
Carson City, Nevada 89712
Telephone: 775-888-7070
Fax: 775-888-7101
agreeservices@dot.state.nv.us

B. The Proposers shall not contact DEPARTMENT 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;

C. Any communications determined to be improper may result in disqualification, at the sole discretion of the DEPARTMENT;

D. Any official information regarding the RFP will be disseminated from the DEPARTMENT. Specific information necessary for the preparation of Proposals will be disclosed to all Proposers;

E. The DEPARTMENT will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

SECTION II - PROPOSER QUESTIONS

The Department will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, submitted in writing by Proposers. Only written requests as described above will be considered. No oral requests will be considered. No requests for additional information or clarification to any other DEPARTMENT office, consultant, employee or the FHWA will be considered.

Any questions raised by Proposer's must be submitted in writing to Agreement Services, using the contact information provided in Section I, and must be received by 3:00 p.m., on March 14, 2013 to be considered. Written responses will be distributed by the DEPARTMENT on or before March 19, 2013.

SECTION III – SCHEDULE

Task	**Date/Time**
Request for Proposal (RFP) Issued	**March 4, 2013**
Dates Advertised	**March 4, 2013 and March 11, 2013**
Proposer Questions Submittal Due Date	**March 14,2013**
DEPARTMENT's Response to Proposer Questions	**March 19,2013**
RFP Due Date	**March 26, 2013 by 3:00 pm**
Anticipated Notice of Intent	**April 10, 3012**
Recommendation to Board of Transportation	**May 13, 2013**
Anticipated Notice of Award	**May 15, 2013**

SECTION IV - DBE REQUIREMENTS

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

SECTION V – 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 http://sos.state.nv.us. Firms must provide the following:

- Nevada State Business License Number
- Legal Entity's Name
- Is the "Legal Entity Name" the same name under which Proposer is doing business? [ ] Yes [ ] No
  If "No," provide an explanation.

Additionally, if the firm is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, they 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 time of its submittal, its willingness to adhere to this requirement by providing a copy of its Nevada State Business License, a copy of its application to the Secretary of State Office, a copy of the entity's status that can be obtained from the Nevada Business Search found on the homepage of the Secretary of State's website www.sos.state.nv.us, or a signed statement that the Proposer will satisfy this requirement within five (5) business days of issuance of the Notice of Intent.

Award of any RFP is contingent on a Proposer having and holding an active, 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 as non-responsive and the DEPARTMENT shall proceed to negotiate with the next most qualified firm and so on until an acceptable agreement is negotiated.

SECTION VI - SELECTION PROCESS

Selection will be based on the factors shown on the attached Evaluation Criteria Form which will be used by a committee to evaluate the written proposal.

If the Review Committee elects, in its sole discretion, to conduct oral interviews, each Proposer in the competitive range, shall be notified of the interview schedule via electronic mail and will be required to confirm their willingness to attend the oral interview. The same attached Evaluation Criteria Form will be used for all reviews and oral interviews. Failure of a Proposer to appear at the oral interview, if the Review Committee elects to conduct such interviews, will be considered non-responsive, and that firm will be eliminated from any further consideration. The Review Committee tasked with ranking the Proposals will be comprised of DEPARTMENT staff and other members representing local entities who shall remain anonymous to protect the integrity of the procurement process.

All evaluators may use the information in the firm's prequalification package in addition to the information submitted in the written proposal to arrive at the final ranking. The firms will be ranked and an agreement shall be negotiated following the selection of the Two (2) most

qualified Proposers. If an acceptable agreement cannot be reached with the highest ranked Proposer, the DEPARTMENT shall proceed to negotiate with the next highest ranked Proposer and so on until an acceptable agreement is negotiated or the DEPARTMENT, in its sole discretion, elects to terminate the solicitation.

SECTION VII - BACKGROUND

NDOT is requesting proposals for providing aerial survey photography through out the state of Nevada at various times throughout the year. The majority of the projects will be along roads and may vary from less than 1 mile to more than 50 miles. The number of projects is unknown.

SECTION VIII - SCOPE OF SERVICES

Aerial Photo Flights

The services consist of providing aerial photography for use in transportation planning, mapping and engineering design.

Aerial Survey Camera Specifications:
Only aerial survey cameras of nominal focal length of 153 mm with format dimensions of 230 x 230 mm shall be used. The camera shall be fitted with a lens that is designed to give an absolute radial distortion not exceeding 15 micrometers within 100 mm of the principal point. The film shall be held in the intended image plane during exposure to maintain sharp focus and hold image distortion to less than that, which will produce 12 microns of y-parallax after relative orientation anywhere in the model. The camera shall be mounted vertically in the aircraft so as to permit an unobstructed view, in a mount designed to isolate the camera from vibration of the aircraft. Angular vibration of the camera shall be reduced to such a level so as to have no significant detrimental effect on resolution. The viewing field shall be shielded from gases, oil, and air turbulence. The camera must produce eight (8) fiducial (reference) marks on each negative (one in each corner and one on each side of the photographic exposure area) for accurately locating the principal point of the photograph. Only optical filters provided by the lens manufacturer meeting the same optical specifications shall be used.

Camera Calibration:
Each camera and its corresponding magazines shall have been calibrated, tested, and certified by the camera manufacturer or by a calibration center, recognized internationally or approved by the camera manufacturer. The certificate shall show that the camera has been calibrated within three years of completion of the photography and must be provided for each project. The camera shall be recalibrated if there is any reason to believe that the dimensional relationship of the lens, fiducial marks, and film plane have been disturbed by partial disassembly or unusual mechanical shock.

Aerial Film

The type of film to be used shall be unexpired and have a dimensional stable polyester base. Color and panchromatic emulsions shall be sensitive to the entire visible spectrum with an extended red sensitivity. Color infrared and black and white infrared emulsions shall be sensitive to the visible and near infrared spectrum from 400 to 900 nanometers. Extreme care shall be exercised to insure proper exposure to minimize vignetting due to differential exposure. This differential shall not exceed that which would result from a basic 1/3 stop difference in exposure.

Storage and handling of all photographic film shall be in accordance with the manufacturer's recommendations. All aerial film shall be stored in the original containers to prevent any exchange in moisture between the rolls and their surroundings up to the time they are exposed. The film shall not be rolled tightly on spools or in any way stretched, buckled, distorted, or exposed to direct sunlight or other sources of heat.
The conditions of the film stock to be used shall be such that when the unexposed film is processed:

- It shall be free of stains, discoloration, or brittleness that can be attributed to aging or improper storage: and
- The base-plus-fog density for all negative films and the minimum-density for all color reversal films shall conform to the manufacturers predicted density levels.

Suggested Aerial Films

Agfa Pan 80 Black and White Film

Agfa X100 Color Negative Film or Kodak 2460 Color Negative Film

Aerial Film Data Strip Information:

The header information will have the following information in this order:
First Line Flight Number *, NDOT, Date, Time (24 Hour Clock set at Local Time), Lat/Lon,
Second Line Shutter Speed, F-Stop, Photo Scale, Mapping, Consultants' Name.

When multiple rolls of film are used on the same project the frame counter must NOT be reset for each roll; all frame numbering must run consecutively as single roll.

Photographic Conditions:

Aerial photography: photography shall not be taken when the ground is obscured by haze, snow, smoke, dust, floodwaters, or environmental factors that may obscure ground detail. Clouds and/or shadows of clouds shall not appear in the project area. The solar altitude shall be defined by the application, but in general it should not be less than 30 degrees when aerial negatives are exposed.

Photographic Requirements:

Forward overlap in the line of flight shall average not less than 57% or more than 62% at the mean elevation of the terrain, unless otherwise specified. Individual forward overlaps shall not be less than 55% or more than 68% excepting the situation where in a forward overlap in areas of low elevation must exceed 68% to attain the minimum 55% forward overlap in adjacent areas of higher elevation.

Wherever there is a change in direction between two flight lines (other than between adjacent parallel flight lines) junction areas between the adjoining flight lines shall be covered stereoscopically by both lines.

Side Overlap between adjacent parallel flight lines shall be 30% +/- 10% at the mean elevation of the terrain. In addition, any point on the flight line as flown shall not deviate from the flight plan location by a distance greater than 10% of the width of coverage of the photograph.

Departures from flight heights required to produce the desired photo scale shall not exceed -2% or +5%. Changes in the course of the aircraft between successive overlapping photographs within a flight line shall not exceed 3 degrees.

While exposing aerial photography, the camera shall be compensated for crab of the aircraft, with a resultant error not exceeding 3 degrees.

The tilt within a single frame shall not exceed 4 degrees nor shall the difference in tilt between two consecutive overlapping frames within a flight line exceed 4 degrees. The average tilt for all negatives of the same nominal scale shall not exceed 1 degree.

The combined effect of aircraft course corrections, crab and tilt shall result in an apparent crab not greater than 5 degrees on successive photographs. Apparent crab is defined as the angle between a line joining fiducial marks in the direction of flight and the line between the indicated principal point and the conjugate image of the indicated principal point of the adjacent photograph within the same line of flight.

The aerial project film photo centers and the starting and ending line strips must match the provided project flight layout.

Aerial Photo Film Processing

All black and white and color aerial film shall be processed in a sensitometrically controlled process using the manufacturers recommended process monitoring system.

Prior to processing the film, a calibrated, 21-step sensitometric wedge (in .15 nominal density increments) shall be exposed on one end of the roll of film and become a permanent part of the roll.

The processed film shall be free from chemicals, stains, tears, scratches, abrasions, water marks, finger marks, lint, dirt, light streaks, static marks, and any other physical defects that would interfere with the intended purpose of the photography.

Flight Log

Each roll of exposed and processed aerial film shall be accompanied by a log containing the following data:

- Camera type and serial number
- Lens type, serial number and calibrated focal length
- Filter type
- Magazine number
- Film type, emulsion batch and expiration date
- Date of flight
- Project name or flight number
- Last names of crew members
- Brief description of atmospheric conditions
- F-Stop

- Shutter speed
- Direction of flight
- Beginning and Ending photo numbers
- Start and stop times
- Altitude of each flight line
- Photo scale
- Remarks – complete or incomplete flight line, rejections and reason, other unusual situations

Airborne Global Positioning System (ABGPS):

ABGPS may be requested to minimize ground survey control points required for aerotriangulation and rectification of aerial photography. The following specifications must be met for ABGPS:

- The contractor shall use ABGPS techniques that provide high accuracy camera station coordinates. All instruments shall collect data at a sampling rate of 0.2 seconds or less with the aircraft receiver logging photograph exposure times as external events.
- The ABGPS receiver shall be required to utilize dual frequency, capable of tracking both coarse acquisition (C/A) and pseudorange satellite signal data. Satellite lock must be maintained throughout the flight. Ground base stations and aircraft receivers must be using the same satellite configuration. Accuracy of the antennae camera offset must be validated.

- NDOT will provide ground station receivers that will be active during the entire flight mission, in the most appropriate locations within the project area. The receivers will be capable of tracking both C/A and P-code with dual frequency (L1 and L2) and have multi channel capability. This process will require direct coordination between the NDOT survey crew and the contractor's flight crew.
- The Contractor shall post-process the airborne GPS data relative to simultaneous observations collected at fixed land-based reference stations. Geodetic positions corresponding to the photo centers at the instant of exposure shall be calculated and (later) combined with ground control point values in an analytical aerotriangulation solution. The contractor shall provide a complete report including the time stamp as well as the corrected geodetic positions of the photo centers in the appropriate state plane zone based on the project.

SECTION IX - PROJECT SCHEDULE

Aerial Photo Flights are scheduled on a per-project requirement. The projects are scheduled and coordinated with the Imagery section of NDOT's Location Division. Normally photo flight projects are scheduled two (2) to four (4) weeks in advance. On occasion projects will need to be fast tracked to meet special requirements, including natural disasters or other emergencies.

An informational sheet of the project will be provided. This will include the project name & description, scale of photography, number of flight lines, number of exposures, flight number, coordinates of the beginning and ending flight line photo centers and ground elevations. A flight layout of the project area requested will also be provided.

Each project requires a project cost estimate. See attached sample informational sheet and flight layout.

SECTION X - PROPOSAL CONTENT

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

The pricing information required to be provided with the Proposal must be submitted as a separate document in a sealed envelope clearly marked on the outside of the envelope "Cost Proposal" along with the Proposer's identifying information.

The proposals shall include:

A. EVALUATION CRITERIA ITEMS

1. Availability and Capacity:

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

2. 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 as to whether or not your firm met the time and budget requirements for each project listed.
d. Provide a reference name and phone number for each project listed.
e. Provide a copy of the Proposer's Nevada State Business License or copy of the Proposer's application to the Secretary of State.

3. Project Approach:

a. Describe your team's understanding of project requirements contained in the Scope of Services.
b. Identify specific methods to be used to complete each project requirement.
c. Identify potential complications or difficulties that might be encountered in the implementation of required services along with suggested resolutions for each.

4. Proximity of Project Team:

a. Describe your firm's location in the geographical area of the project.
b. Describe your knowledge of the locality of the project.

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

6. **Cost:**

   Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL **MUST NOT** INCLUDE ANY COST AND/OR PRICING INFORMATION. While Technical and Cost proposals may be shipped together (*i.e.*, in the same box/envelope), each proposal must be bound separately and placed in separate envelopes within the shipping container clearly marked with the Proposer's name and each respective envelope marked "Technical Proposal" or "Price Proposal" as appropriate. The Technical and Price Proposals must be submitted on separate CDs.

B. PROPOSAL LIMITATIONS

The written proposals shall be limited by the following:

1. The total proposal package shall not exceed Fifteen (15) double-spaced, single-sided, 8½" x 11" pages, which does not include the cover letter.
2. DBE Certifications, Nevada State Business License, cover letter, and section dividers without text or graphics do not count towards the page limitations.
3. Pages contained within the proposal which are 11" x 17" will be counted as two (2) pages.
4. For ease of evaluation, the proposal must be presented in a format that both corresponds to and references those sections outlined within this RFP and must be presented in the same order as listed in this RFP. Responses to each section and subsection must be labeled to indicate which item of this RFP is being addressed. Exceptions to these stated limitations will be considered during the evaluation process and may, in the DEPARTMENT's sole discretion, result in a Proposal being considered non-responsive.

C. DISCLOSURE OF CURRENT AND FORMER STATE EMPLOYEES

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

The Nevada Legislature passed Assembly Bill No. 240 (AB 240) requiring any vendor entering into an agreement with the State of Nevada to identify certain employees who will be providing services for the State of Nevada. The DEPARTMENT will follow the process established by the Nevada Department of Administration and outlined in the State

Administrative Manual (SAM), sections 322, 323, and 344. If the apparent top-ranked firm proposes any current state employees or former state employees who left state service within the preceding two (2) years, the DEPARTMENT must request approval from the State Board of Examiners (BOE) prior to entering into an agreement with such firm. Upon approval from the BOE the DEPARTMENT will proceed with the negotiation and agreement processes per DEPARTMENT procedures. In the event of a denial by the BOE, the proposer will be allowed one (1) opportunity to replace the disapproved employee with another employee who possesses substantially equivalent capabilities. The DEPARTMENT has the authority to approve or deny the equivalent employee. If the DEPARTMENT approves the equivalent employee, the DEPARTMENT will proceed with the negotiation and agreement processes per DEPARTMENT procedures. If the DEPARTMENT denies the equivalent employee, the DEPARTMENT will proceed to negotiate with the next most qualified firm and so on until an acceptable agreement is negotiated.

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

SECTION XI – AWARD PROCESS

A. NOTIFICATIONS

The DEPARTMENT shall issue its Notification of Intent to Award in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Transportation Board, 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.

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

SECTION XII - TERMS, CONDITIONS AND EXCEPTIONS

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

The DEPARTMENT reserves the right to alter, amend, or modify any provisions of this 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).

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

Alterations, modifications or variations to a proposal may not be considered unless authorized by the 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 this contract, may be rejected.

All materials submitted in accordance with the prescribed deadline become the property of the DEPARTMENT and will not be returned. The DEPARTMENT's selection or rejection of a Proposal does not affect this right. The master copy of each proposal shall be retained for official files and will become public record after execution of a contract. Only specific parts of the proposal may be labeled a "trade secret," provided that the Proposer agrees to defend and indemnify the DEPARTMENT for honoring such a designation (NRS §333.333); unsuccessful proposals containing "trade secrets" will be returned pursuant to NRS 293.010. The failure to so label any information shall constitute a complete waiver of any and all claims for damages caused by any release of such information by the DEPARTMENT. The DEPARTMENT shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

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

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

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

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

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

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

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

No announcement concerning the award of a contract as a result of this 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 may be filed only with respect to:

1. Allegations that the terms of the RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed the DEPARTMENT's authority, and/or

2. A determination as to whether a Proposal is responsive to the requirements of the RFP or failed any Pass/Fail criteria, as applicable, and/or

3. Award of an Agreement.

A. DEADLINES FOR PROTESTS

Protests concerning the issues described in Section 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 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 its notice to a Proposer that its Proposal was deemed nonresponsive or failed any pass/fail criteria.

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

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

B. PROTEST CONTENTS

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

C. FILING OF PROTEST

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

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

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

D. COMMENTS FROM OTHER PROPOSERS

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

E. BURDEN OF PROOF

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

F. DECISION ON PROTEST

The DEPARTMENT's Director or designee shall issue a written decision regarding the protest within thirty (30) calendar days after the filing of the detailed statement of protest. If

necessary to address the issues raised in a protest, the DEPARTMENT may, in its sole discretion, make appropriate revisions to the RFP by issuing Addenda.

G. PROTESTER'S PAYMENT OF COSTS

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

H. RIGHTS AND OBLIGATIONS OF PROPOSERS

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest provided in this Section 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/Bidder shall not be stayed during the pendency of any protest. Any agreement with the selected Proposer/Bidder shall be made contingent upon the outcome of any pending protest.

Attachments:

Submission Checklist
Evaluation Criteria Form
Sample Informational Sheet
Sample Flight Layout

SUBMISSION CHECKLIST

This checklist is provided for Proposer's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents in the number and form set forth in the Submittal Instructions, may in the sole discretion of DEPARTMENT, be deemed non-responsive and not considered for contract award.

Part I:

1. Required number of Technical proposals _____

2. Correct number of pages submitted _____

3. Required DBE documents, if any _____

4. Copy of State of Nevada State Business License _____

5. Notarized Certificate of Compliance _____

6. Evidence of a Nevada Contractor's or Professional Engineer's License (as applicable) _____

7. Required number of Cost proposals (if applicable) _____

EVALUATION CRITERIA FORM

PROJECT DESCRIPTION: RFP #062-13-017 Aerial Photo Flights

PROPOSER: _____

SUB-CONTRACTOR(S): _____

EVALUATION ITEMS	*MAX SCORE*	*SCORE*
1. **Availability and Capacity**: Demonstrate the availability of the key project team members for the duration of the project. Consider team members existing and projected workloads for the prime consultant and sub-consultants. Demonstrate the capacity of the firm to meet the needs of the project. Consider the prime consultant and sub-consultants depth of staffing and other resources.		
Positives: **Concerns:**		
2. **Past Performance**: Past performance of project team in terms of cost control of the Proposer's budget commitments, quality of work and compliance with project schedule. Include all relevant work completed in the past three (3) years.		
Positives: **Concerns:**		
3. **Project Approach**: Proposer's approach to identifying and implementing the project requirements and meeting the NDOT's needs. Proposer should consider including information on their Quality Assurance/Quality Control program.		
Positives: **Concerns:**		
4. **Proximity of Project Team(s)**: Knowledge of the locality of the project and local agency requirements. Accessibility to the project area.		
Positives: **Concerns:**		
5. **Project Team**: Project Manager to be assigned, education, capability and experience of the key personnel to be assigned and the estimated effectiveness of the team's proposed organization and coordination process		
Positives: **Concerns:**		
6. Cost:		
Total:		

Approved:

_____ _____

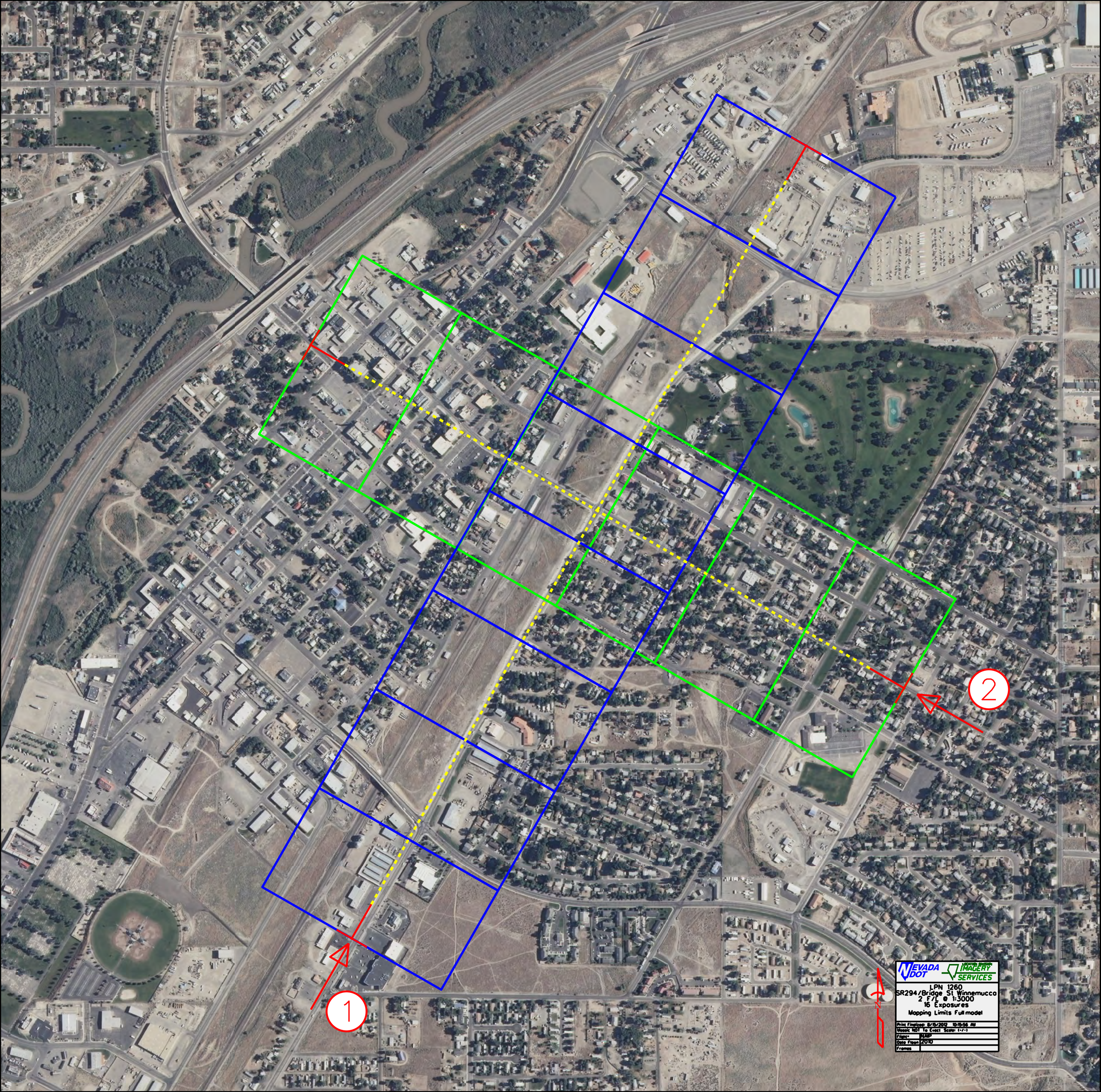
Committee Member Date

LPN 1260 Winnemucca	
2 F/L @ 1:3000	
16 Exposures	
Flight # 2982	

Date: 8/15/2012
Created by: [redacted]
ABGPS: Yes

Flight Line	# Exps.	Scale	Flight Height (ft)	First Exp. Northing UTM-11(m)	First Exp. Easting UTM-11(m)	Ground Elev. (ft)	Last Exposure Northing UTM-11(m)	Last Exposure Easting UTM-11(m)	Ground Elev. (ft)
1	9	1:3000	5860	4534706.080	438052.730	4360	4536609.900	439144.340	4360
2	7	1:3000	5860	4535307.300	439378.910	4430	4536131.590	437954.260	4290
Total Exps.	16								

			(ft)	LAT	LON	(ft)	LAT	LON	(ft)
1	9	1:3000	5860	36 10 57.21167	115 08 11.11359	4360	36 11 23.37222	115 08 04.51933	4360
2	7	1:3000	5860	36 11 17.07063	115 08 07.42600	4430	36 11 53.70619	115 07 36.25866	4290
Total Exps.	16								


1
2
N
NEVADA DOT
IMAGERY SERVICES
LPN 1260
SR294/Bridge St Winnemucca
2 F/L @ 1:3000
16 Exposures
Mapping Limits Full model
Print Finished: 8/15/2017 10:15:56 AM
Mosaic Not To Exact Scale: 1-/-1
Flight: NAIP
Date Flown: 2010
Frames: