

**STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION**

REQUEST FOR QUALIFICATIONS

RFQ 105-23-015

**Project Specifications and Instructions
for Submitting a Statement of Qualifications**

Henderson Interchange Design-Build

Clark County

**Due: May 25, 2023
No later than 12:00 P.M., Local Time**



**Tracy Larkin Thomason, PE, Director
Department of Transportation**

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1.0 INTRODUCTION AND GENERAL INFORMATION

The Nevada Department of Transportation (the “Department”) is pleased to present this Request for Qualifications (the “RFQ”) to prospective Design-Build teams (the “Proposers”) interested in submitting a Statement of Qualifications (a “SOQ”) for the design and construction of the Henderson Interchange Design-Build project (the “Project”). The successful Proposer will enter into a contract with the Department to design and construct certain capital improvements (the “Contract”). Information about the Project and the Project corridor can be found at the following website (the “Website”):

<https://www.dot.nv.gov/projects-programs/transportation-projects/henderson-interchange>

The Project’s purpose is to:

- A) Eliminate existing roadway deficiencies in the Henderson Interchange and surrounding roadways.
- B) Provide transportation improvements to serve existing and future growth areas.
- C) Restore local traffic connectivity.
- D) Accommodate regional and local plans.

SOQs will only be accepted from Proposers on behalf of Design-Build teams intending to provide all services required under the Contract and that are capable of obtaining the required bonding for the Project. Responses from individual engineering, construction, or consultant firms not offering to provide all required services will not be accepted. The prime contractor of the Design-Build team must use its own workforce to construct a minimum of twenty percent (20%) of the Project pursuant to Nevada Revised Statutes (“NRS”) Section 408.3886(9)(b). The Department may elect to increase this percentage of utilization at the time of the RFP release. Short-Listed Proposers (contractors and joint ventures [“JVs”] made up of contractors) are required to complete the Department’s prequalification process pursuant to NRS 408.333 before a Short-Listed Proposer will be eligible for receipt of a draft Request for Proposal (the “RFP”).

1.1 Abbreviations and Definitions

This RFQ includes abbreviations and specific defined terms as indicated below.

1.1.1 Abbreviations

| | |
|-------|--|
| CFR | Code of Federal Regulations |
| DBE | Disadvantaged Business Enterprise |
| DRT | Disputes Review Team |
| EA | Environmental Assessment |
| EEO | Equal Opportunity Employer |
| FHWA | Federal Highway Administration |
| FONSI | Finding of No Significant Impact |
| IA | Independent Assurance |
| ISO | International Organization for Standardization |
| ITP | Instructions to Proposers |
| ITS | Intelligent Transportation Systems |
| JV | Joint Venture |
| LD | Liquidated Damages or Charges |

| | |
|-------|--|
| LLC | Limited Liability Company |
| N/A | Not Applicable |
| NEPA | National Environmental Policy Act |
| NRS | Nevada Revised Statutes |
| NTP | Notice to Proceed |
| QA | Quality Assurance |
| QC | Quality Control |
| RFP | Request for Proposals |
| RFQ | Request for Qualifications |
| RID | Reference Information Document |
| SOQ | Statement of Qualifications |
| SR | State Route |
| U.S. | United States |
| US | U.S. Highway |
| USDOT | United States Department of Transportation |

1.1.2 Definitions

“**Addenda/Addendum**” means supplemental additions, deletions, and modifications to the provisions of the RFQ after the Advertisement date of the RFQ.

“**Advertisement**” means a public announcement inviting prospective Proposers to obtain an RFQ and submit a SOQ. The Advertisement shall include a brief description of the Work proposed to be the subject of the procurement, with an announcement as to where the RFQ may be obtained. The Advertisement shall also detail the terms and conditions under which a SOQ will be received and such other matters as the Department may deem advisable to include therein.

“**Affiliate**” means the following:

- A) Parent companies at any tier;
- B) Subsidiary companies at any tier;
- C) Entities under common ownership; and
- D) JVs, consortia, and partnerships involving such entities (but only as to activities of JVs, consortia, and partnerships involving the Proposer or any Principal Participant as a JV, consortium member, or partner and not to activities of other joint venturers, consortia, or partners not involving the Proposer or any Principal Participant) and other financially liable or responsible parties that i) within the past ten (10) years (measured from the date of issuance of this RFQ) have engaged in business or investment in North America or ii) have been involved, directly or indirectly, in the design, construction, management, operation, or maintenance for any project listed by an entity pursuant to [Section 4.4.2](#).

“**Clarification**” means a written or oral exchange of information that takes place between a Proposer and the Department after the receipt of all SOQs during the evaluation process. The purpose of a Clarification is to address minor ambiguities, omissions, errors, or mistakes and clerical revisions in the Proposer’s SOQ.

“**Contract**” means the written agreement between the Department and the Design-Builder setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.

“Contract Documents” mean the Contract, Technical Provisions, and other documents that will be identified in the RFP.

“Deficiency” means a material failure of a SOQ to meet the Department’s requirements or a combination of significant weaknesses in a SOQ that increases the risk of unsuccessful Contract performance to an unacceptable level, in the Department’s sole discretion.

“Department” means the Nevada Department of Transportation, including staff and managers who have been delegated certain contractual and technical authority by the Director.

“Department’s Project Manager” means the engineer representing the Department and having direct supervision of the administration and execution of the Contract.

“Department’s Authorized Representative” means the person identified by the Department as its sole point of contact for all communications between the Proposers and the Department concerning matters related to this procurement during the period the procurement is active.

“Design-Build” means the Project’s delivery method by which the Department contracts with a single entity that has the responsibility to design and construct the Project under a single contract with the Department.

“Design-Builder” means the Person selected pursuant to the RFP that enters into the Contract with the Department to design and construct the Design-Build phase of the Project.

“Director” means the Director of the Nevada Department of Transportation.

“Disadvantaged Business Enterprise” (“DBE”) means a for-profit small business concern that meets the definition set forth in 49 Code of Federal Regulations (CFR) Part 26.

“Eligible Surety” means a bonding surety or insurance company licensed in the State of Nevada, listed on the U.S. Department of the Treasury’s “Listing and Approved Sureties” (found at www.fms.treas.gov/c570/c570.html), rated “A” or higher by at least two of nationally recognized rating agencies or rated least A-, X or higher according to A.M. Best’s Financial Strength Rating and Financial Size Category.

“Independent Assurance” (“IA”) means activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment calibration, and qualifications of personnel (of the Design-Builder or Department) used in the acceptance program, including the Design-Builder’s Quality Control (QC) procedures. The IA agent for the Project will be the Department’s Materials Division and Construction Quality Assurance Section.

“Key Personnel” means the Design-Builder’s Project Manager, Construction Manager, Lead Engineer, Quality Manager, and Safety Manager.

“Lead Engineering Firm” means the entity with primary responsibility for the design of the Project.

“Lead Principal Participant” means the Principal Participant that is designated by the Proposer as having the lead responsibility for managing the Design-Builder’s organization.

“Major Participant” means i) each Principal Participant, ii) the Lead Engineering Firm (if not Proposer), iii) each member of the Proposer’s organization with primary responsibility for construction, iv) each member of the Proposer’s organization with a proposed subcontract identified by the Proposer as of the SOQ due date with a value greater than or equal to \$20 million (excluding subcontracts with suppliers), and v) each subconsultant responsible for performing more than fifteen percent (15%) of the design value.

“Person” means any individual, firm, corporation, company, limited liability company (LLC), Joint Venture (JV), voluntary association, partnership, trust, or unincorporated organization, or combination thereof.

“Principal Participant” means any of the following entities:

- A) The Proposer;
- B) If the Proposer is a JV, partnership, LLC, or other form of association, any JV, partner, or member; and/or
- C) All Persons and legal entities holding (directly or indirectly) a fifteen percent (15%) or greater interest in the Proposer.

“Project” means the improvements to be designed and constructed by the Design-Builder and all other Work product to be provided by the Design-Builder in accordance with the Contract Documents. The Henderson Interchange Design-Build project is the Project.

“Proposal” means the offer of the Proposer for the Work, when executed and submitted in response to a RFP in the format prescribed by the RFP.

“Proposer” means a Person submitting a SOQ for the Project in response to this RFQ, and if selected for the Short-List, an entity submitting a Proposal in response to a RFP.

“Proposer’s Authorized Representative” means the person identified by a Proposer as its sole point of contact for all communications between the Department and that Proposer concerning this procurement during the period the procurement is active.

“Quality Assurance” (“QA”) means all planned and systematic oversight actions by the Department necessary to provide confidence i) that the Design-Builder is performing QC, ii) that all Work complies with the Contract, and iii) that all materials incorporated in the Work, all equipment, and all elements of the Work will perform satisfactorily for the purpose intended. Oversight actions include, but are not limited to, monitoring and verification of the design through auditing, spot-checking, and participating in the review of the design and monitoring and verification of construction through auditing, spot inspections, and Verification Sampling and Testing at production sites and the Project site. QA also includes the Department’s IA, the Department’s review and comment, documentation of QA activities, and final inspection completed by the Department.

“Quality Control” (“QC”) means the total of all activities performed by the Design-Builder, Lead Engineering Firm, other Major Participants, Subcontractors, producers, or manufacturers to ensure that the Work meets the Contract requirements. For design, this includes, but is not limited to, procedures for design quality, checking, design review (including reviews for constructability), and review and approval of working plans. For construction, this includes, but is not limited to, procedures for materials handling and construction quality; inspection, sampling, and testing of materials, plants, production, and construction; material certifications, calibration, and

maintenance of equipment; production process control; and monitoring of environmental compliance. QC also includes documentation for all QC design and construction efforts.

“Quality Control Manager” means the individual employed by the Design-Builder who is responsible for the overall QC program of the Design-Builder, including the management of the quality of design and construction.

“Reference Information Documents” (“RIDs”) means the documents provided with, and so designated in, the RFP. The RIDs, including plans contained therein and/or so designated, are generally not Contract Documents, are provided to the Proposers for informational purposes only, and are relied upon at the Proposers’/Design-Builder’s own risk. Further details regarding treatment of the RIDs will be set forth in the RFP.

“Request for Proposals” (“RFP”) means a document identifying the Project and its Work to be performed and materials to be furnished in response to which a Proposal may be submitted by a Proposer/Design-Builder. The RFP includes the Instructions to Proposers (ITP), Contract Documents, and RIDs. The RFP is issued only to Persons who are on the Short-List. An RFP is also considered a Request for Final Proposals.

“Request for Qualifications” (“RFQ”) means the written solicitation issued by the Department seeking Proposers to submit SOQs to be used to identify and short-list those Proposers most qualified to receive the RFP for the Project. An RFQ also means a Request for Preliminary Proposals.

“Short-List” means the list of between three (3) and five (5) of those Proposers that have submitted SOQs that the Department determines, through evaluation, are eligible to receive the RFP for the Project and be invited to submit Proposals.

“Statement of Qualifications” (“SOQ”) means the document submitted by a Proposer in response to this RFQ.

“Subcontractor” means any Person with whom Design-Builder has entered into any Subcontract and any other Person with whom any Subcontractor has further subcontracted any part of the Work, at any tier.

“Substantial Completion” means the occurrence of all of the events and satisfaction of all of the conditions for Substantial Completion set forth in the Contract Documents, as and when confirmed by the Department’s issuance of a Certificate of Substantial Completion.

“Verification Sampling and Testing” means that sampling and testing performed to validate the quality of a product used or incorporated as part of the Work. The Department, or a firm retained by the Department, will perform Verification Sampling and Testing.

“Weakness” means a flaw in the SOQ that increases the risk of unsuccessful Contract performance. A significant Weakness in the SOQ is a flaw that appreciably increases the risk of unsuccessful Contract performance.

“Work” means all of the administrative, design, engineering, real property acquisition support services, utility relocation and support services, procurement, legal, professional, manufacturing, supply, installation, construction, environmental mitigation and management, supervision, management, testing, verification, labor, materials, equipment, maintenance, documentation and

other duties, services and cost reimbursements to be furnished and provided by Design-Builder as required by the Contract Documents, including all efforts necessary or appropriate to achieve project completion of the Project and to fulfill the warranties, except for those efforts which the Contract Documents expressly specify will be performed by the Department or other Persons. In certain cases, as determined by the Department, the term is also used to mean the products of the Work.

1.2 Project Goals

The Department's goals for the Project are to (in no particular order of importance):

- A) Improve interchange and local roadway use and function to address the project need described in the Environmental Assessment (related to roadway deficiencies, delay, connectivity, and safety).
- B) Maintain traffic during Construction Work to i) maximize use of existing through and interchange movements along I-215 and I-11 and ii) minimize detour time for ramp closures.
- C) Minimize risk for project delay related to executing a UPRR Construction & Maintenance Agreement, receiving the right-of-entry permit, and ultimately completing Construction Work over the UPRR.
- D) Complete Utility Adjustment Work (including protecting certain utilities in place) to not overly impact traffic, disrupt utility service and maintenance access, or delay Substantial Completion.
- E) Minimize negative impacts to the environment from construction operations and maximize the reuse or recycling of on-site materials.

1.3 Role of the Department

In the context of the Project, the Department will generally be responsible for the following activities:

- A) Obtaining the appropriate environmental clearances except those specifically designated to the Design-Builder;
- B) Providing overall program administration;
- C) Preparing the RFQ and RFP, evaluating the submitted SOQs and Proposals, determining the Short-List, and selecting the Design-Builder;
- D) Providing Contract procurement and administration;
- E) Conducting QA oversight and audit of the Design-Builder's design and construction processes;
- F) Identifying current Department right(s)-of-way and easements that will be identified in the RFP; and
- G) Approving and accepting the Work and payment for the Work, in accordance with the provisions of the RFP.

At the Department's sole discretion, it may use its consultants in fulfilling the responsibilities noted in this Section 1.3.

1.4 Role of the Design-Builder

The successful Design-Builder shall be responsible for furnishing all labor, materials, plants, equipment, services, and support facilities in accordance with the requirements of the RFP, but which will generally include the following: (This list is not intended to be all-inclusive.)

- A) Design and construction of all Project elements;
- B) Project design and construction management;
- C) Project-related public outreach and involvement activities;
- D) Coordination with Project stakeholders, other contractors, and utility owners;
- E) Preparation of a comprehensive Quality Management Plan and provision of all design and construction QC in compliance with the approved Quality Management Plan for the Project;
- F) Environmental mitigation and compliance monitoring;
- G) Additional environmental investigations and monitoring associated with or resulting from the Design-Builder's actions;
- H) Maintenance of traffic and perpetuating access to private properties (both temporary and permanent access);
- I) Project safety and security;
- J) Preliminary engineering, such as surveys and geotechnical investigations where not provided by or in addition to what was provided by the Department;
- K) Drainage, water quality management, and erosion control;
- L) Construction waste disposal and handling;
- M) Required clearances, licenses, construction easements not acquired by Department, and permits for the Design-Builder's Work, work sites, and storage areas (on and off site);
- N) Ancillary work, such as access roads, driveways, temporary fencing, work sites, and other temporary works;
- O) Acquiring, storing, permitting, and transporting materials;
- P) Coordination and relocation of (or protection of) utilities and drainage facilities (when required);
- Q) Coordination of the Project design with the utility companies to avoid conflicts to the maximum extent possible, to provide relocation coordination, and to provide required clearances or mitigations related to existing facilities;
- R) Site clearance, such as clearing, grubbing, and other site activities;
- S) Maintenance during the Contract period;
- T) Adherence to Department-provided approvals, permits, and agreements;
- U) Meeting or exceeding the defined DBE participation goal; and
- V) Compliance with all federal, State, and local requirements applicable to the Project.

The Design-Builder's detailed scope of work will be set forth in the RFP.

The Proposer is to be aware, during the RFQ stage, that the selected Design-Builder will be required to use Aimsun Next software as the traffic analysis tool for the Project. The Design-Builder shall use the Department's Aimsun Next subarea model, provided with the RFP, as the basis for its development of an Aimsun Next model to support the design development process.

1.5 Project Description

The Project will reconstruct the Henderson Interchange to increase traffic capacity and reduce travel delays in the vicinity of the interchange of Interstate 11 (I-11), Interstate 215 (I-215), Lake Mead Parkway (SR 564), and the surrounding freeway ramps. The includes the following major components of Work:

- A) Crossover style interchange for the east-west highway directions.
- B) Travel between I-215 and Auto Show Drive using braided ramps.
- C) Reconnection of travel from Lake Mead Parkway to Gibson Road using braided ramps.
- D) Ability to accommodate a future lane in each direction between I-215 and I-11, either as general purpose or HOV lanes.
- E) Addition of auxiliary lanes on I-11 between Horizon Drive and the system interchange.
- F) Widening of Lake Mead Parkway to four through lanes in each direction from Eastgate Road/Fiesta Henderson Boulevard to Van Wagenen Street.

An EA has been completed for the Project, and the EA and the FONSI are available on the Website.

1.6 Project Schedule

The anticipated time of Contract award is the Spring of 2024. The actual completion date will be determined by the Design-Builder and submitted as part of its Proposal. Section 2.2 provides an overview of the anticipated procurement schedule. Further details regarding the procurement and project schedule and requirements for Project completion will be set forth in the RFP.

1.7 Project Status

The following items summarize the status of certain activities currently being performed by the Department in anticipation of this procurement:

- A) Survey: Control surveys will be available in electronic format as part of the RIDs for the RFP.
- B) Preliminary Engineering: Preliminary horizontal alignments and roadway profiles have been established for the Project elements described above. Electronic files of the preliminary design alignments (in PDF format) are available in electronic format on the Website, and the forthcoming Reference Design will be made available as part of the RIDs for the RFP.
- C) Environmental: The Department has completed environmental documentation for the Project as described in Section 1.5 and information is provided on the Website.
- D) Geotechnical: An initial data report is being prepared within the Project area. This report will be made available as part of the RIDs with the RFP.

- E) Utilities: Potential utility conflicts associated with the preliminary design are being identified, and utility owners are being informed of these issues. Utility adjustments will be necessary to accommodate the Project and resolve physical conflicts between the utilities and the Project or the incompatibility between the Project design and the utilities based on the requirements of the applicable adjustment standards and laws. The Department will provide a full summary of utility owner coordination and exhibits for potential impacts. Preliminary design(s) by the impacted utility companies will be made available (as each is advanced and available) as part of the RIDs for the RFP.
- F) Right-of-Way: The Department is engaged in right-of-way acquisition activities for the Project. All agreements, easements, rights-of-entry, and other instruments under which the Department has received title, rights-of-entry, or rights-of-access on and to lands owned by others will be set forth in the RFP. The Project right-of-way access dates and constraints will be provided in the RFP.
- G) Landscape and Aesthetic Requirements: The Department will provide landscape and aesthetic requirements in the RFP in order to set the design parameters.
- H) Intelligent Transportation Systems (ITS): The Project includes procurement and installation of the standard ITS infrastructure required for the Project (as detailed in the RFP).

1.8 Contract Type

The Contract will be a fixed price, lump sum with maximum payment curve, Design-Build Contract for the Work presented in the RFP as memorialized in the Contract.

1.9 Payment and Liquidated and/or General Damages

The Contract will provide for fixed periodic payments with a two and half percent (2.5%) retention. The final retention amount will be paid upon final acceptance and close out of the Project. The form of retention will be specified in the RFP.

The Contract may provide disincentives relating to Substantial Completion of the Project. The Contract will provide for general damages and other damages relating to specific Project criteria developed in the Contract and from each Design-Build Proposal, their implementation, and any failures thereof.

1.10 Governing Law

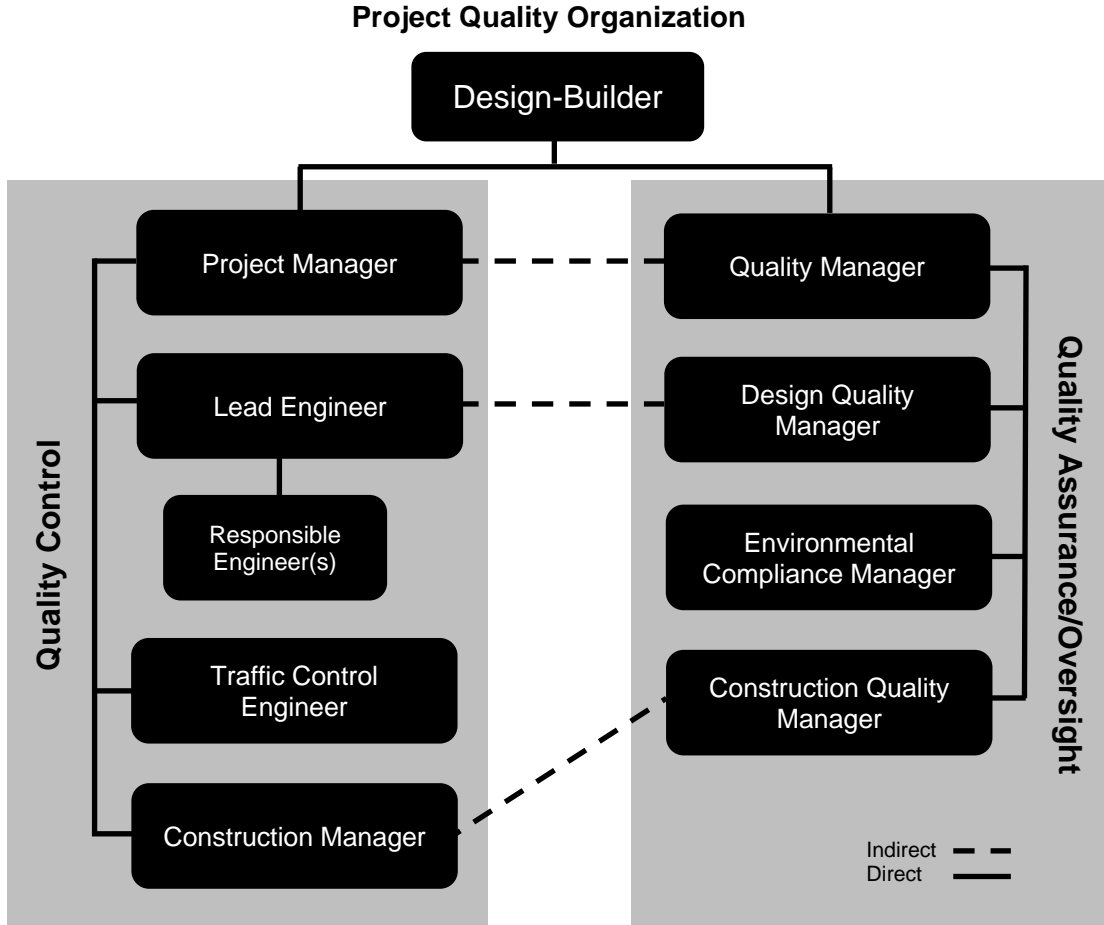
The laws of the State will govern the RFQ, RFP, and Contract.

1.11 Quality Control (QC)/Quality Assurance (QA)

The Design-Builder will be required to plan, implement, and provide a QC program for the Work. This program shall be developed by the Design-Builder using International Organization for Standardization (“ISO”) principles and methodologies.

The Design-Builder's QC program must follow the requirements of 23 CFR Part 637 and the Contract Documents. The Department will review the Design-Builder's program to assure that it meets guidelines and minimum requirements established by the Department. Department approval of the program will constitute the Department's agreement that it meets these criteria, but the Design-Builder shall maintain ownership of the program, shall be fully responsible for its execution, and shall maintain sole responsibility for the quality and workmanship of the Work.

As depicted on the figure below, Design-Builder shall also establish and maintain an independent QA/oversight structure to validate how Design-Builder is implementing its quality program and/or to perform quality audits of i) the Design-Builder’s management, design, construction, and maintenance activities; ii) the Design-Builder’s QC procedures; iii) the Design-Builder’s Verification Sampling and Testing process; and iv) the quality of the final product. All QA and quality oversight-related tasks may either be performed by an independent quality firm separate from any Major Participant’s organization **or** by staff within a Major Participant’s organization, as long as there are clear lines of independence and authority to stop work. More information on these quality oversight roles and related responsibilities will be detailed in the RFP.



For this Project, the Department will conduct acceptance inspections, audits, sampling, and testing in accordance with the Department’s *Construction Manual*, *Field Testing Guide*, and *Field Inspection Guide*. More information on the Department’s role and related responsibilities will be detailed in the RFP.

1.12 Insurance, Indemnification, Bonding, Licensing, and Securities

The Design-Builder shall provide specified insurance, including professional liability insurance that covers design, project management, and construction management. The Department anticipates that the Contract will require the Design-Builder to indemnify, defend, and hold the Department harmless against third party and other claims as specified in the Contract. Specific requirements for the insurance and indemnification will be set forth in the RFP and the Contract.

Proposers on the Short-List submitting a Proposal shall provide Proposal bonds to the Department in the amount shown in Section 4.4.1.3. The Design-Builder will be required to provide performance and payment bonds and/or other security acceptable to the Department in the forms and amounts set forth in the RFP.

Prior to Contract execution, all Persons participating in this procurement and/or the Contract must obtain all licenses, certificates, and permits and take all necessary steps to conduct business in the State and perform the Work required under the Contract, including proposing and carrying out contracts consistent with State laws; provided, however, that Proposers (contractors and joint ventures ["JVs"] made up of contractors) complete the Department's prequalification process pursuant to NRS 408.333 as described in Section 1.0.

Where applicable, Design-Builder may also be required to provide a number of other commitments including the following:

- A) Parent company and other guaranties;
- B) Statements of joint and several liability by the Principal Participants;
- C) Parent company securities; and
- D) Warranties.

1.13 Rules of Contact

The following rules of contact shall apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the execution of the Contract. These rules are designed to promote a fair, competitive, and unbiased procurement process. Additional rules or modifications to these rules may be issued by the Department in connection with the draft and final RFP process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), or written communication, either directly or indirectly by an agent, representative, promoter, or advocate of a Proposer.

The specific rules of contact are as follows:

- A) After issuance of the RFQ, no Proposer or any of its team members may communicate with another Proposer or members of another Proposer's team with regard to the Project or the SOQs, except that a Proposer may communicate with a Subcontractor that is on both its team and another Proposer's team, so long as those Proposers establish a protocol to ensure that the Subcontractor will not act as a conduit of information between the teams. (Communications among Proposers and team members are allowed during Department-sponsored meetings.)
- B) Contact between the Proposers and the Department (questions and responses to questions) shall only be through the Department's and Proposer's Authorized Representatives. The Department's Authorized Representative is Gina Olivarez at agreeservices@dot.nv.gov in Agreement Services.
- C) Commencing with the issuance of this RFQ and continuing until the earliest of i) award and execution of the Contract, ii) rejection of all Proposals by the Department, or iii) cancellation of the procurement, no Proposer or representative thereof shall have any ex parte communications regarding the RFQ, RFP, Contract, or procurement described herein with:

- a. Any member of the Department, including members of the Department of Transportation Board of Directors; and
 - b. Any Department staff, advisors, contractors, or consultants involved with the procurement (including those referenced in Section 1.18) except for communications expressly permitted by the RFQ or RFP, or except as approved in writing in advance by the Department, in its sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ, RFP, Contract, or procurement or to limit participation in public meetings or any public or Proposer meeting related to the RFQ or RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of the Department.
- D) The Proposers shall not contact the following identified stakeholders regarding the Project, including employees, representatives, members, consultants, and advisors of the entities listed below. The Department will provide any necessary coordination during the RFQ stage with such entities in order that, among other things, the procurement is implemented in a fair, competitive, and transparent manner and with uniform information:
- a. The Nevada Highway Patrol;
 - b. U.S. Department of Transportation (USDOT) Secretary's Office;
 - c. USDOT Innovative Program Office;
 - d. The Federal Highway Administration (FHWA);
 - e. RTC's Freeway and Arterial System of Transportation (FAST);
 - f. Clark County, including Clark County Public Works and Clark County Regional Flood Control District;
 - g. City of Henderson;
 - h. Environmental, regulatory, and permitting agencies; and
 - i. Utility companies.

Information requests concerning these entities shall be sent to the Department's Authorized Representative.

- E) Any contact determined to be improper, at the sole discretion of the Department, may result in disqualification.
- F) Any official contact regarding the Project will be disseminated from the Department on Department letterhead. Any official contact will be in writing and signed by the Department's Authorized Representative.
- G) The Department will not be responsible for any oral communication or any other information or contact that occurs outside the official communication process specified herein.

1.14 Proposer Questions

The Department will consider questions submitted in writing by the Proposers regarding the RFQ, including requests for Clarification and requests to correct errors. Such comments/questions may be submitted at any time prior to the applicable date specified in Section 2.2, but must:

- A) Be submitted electronically in writing in Microsoft Word format using the form set forth in Form T;
- B) Identify the requestor's name, address, telephone number, e-mail address, and the Proposer he/she represents;
- C) Be sequentially numbered;
- D) Identify the document and the relevant section number, and page number (e.g., RFQ, Section 1.14, page 13) or, if it is a general question, indicate so;
- E) Not identify the Proposer's identity in the body of the question or contain proprietary or confidential information; and
- F) Be self-standing and comprehensible, independent of other questions or requests for clarification or interpretation (i.e., not reference prior questions asked without reiterating the substance of the reference).

Every Form T must be submitted electronically to agreeservices@dot.nv.us.

Only written requests submitted as indicated above will be considered. No oral requests will be considered, and no requests for additional information or Clarification to any other Department office, consultant, employee, or the FHWA will be considered.

Only requests received by **12:00 p.m.**, local time, on the date specified in Section 2.2 will be addressed.

A response to questions will be in writing and will be issued without attribution and sent to all recipients of this RFQ no later than the date specified in Section 2.2.

1.15 RFQ Addenda

If necessary, the Department will issue Addenda to modify conditions or requirements of the RFQ to recipients of this RFQ. At this time, the Department anticipates that any Addenda will be issued on or before the date specified in Section 2.2, but the Department reserves the right to issue an Addendum at any time before the due date of the SOQ.

1.16 Notification of Firms on the Short-List

Each Proposer will be notified in writing via e-mail and a hard copy letter whether or not it has been selected for the Short-List. Notifications will be post-marked no later than the date specified in Section 2.2.

1.17 Costs

Proposers are solely responsible for all costs and expenses of any nature associated with responding to the RFQ, attending meeting(s), providing supplemental information, and all subsequent costs and expenses.

1.18 Ineligible Firms and Organizational Conflicts of Interest

It is the Department's policy that any person or firm under contract, or previously under contract with the Department to prepare procurement documents, preliminary plans, planning reports, or other project development products for the Project, will not be allowed to participate in any capacity on a Proposer team. Exceptions to this policy may be granted by the Department, upon

written request from such person or firm, if it is determined that the person or firm's involvement is in the best interest of the public and does not constitute an unfair competitive advantage. Proposers seeking such exception for any proposed team member shall submit such written request as soon as possible (optimally by the date specified in Section 2.2) because the Department will not extend the SOQ due date or be responsible for any inability or failure to respond prior to the SOQ due date to any such request.

In addition to the foregoing, the organizational conflict of interest rules found in 23 CFR Part 636, Subpart A, including 23 CFR 636.116, also apply to this procurement. 23 CFR 636.103 defines an "organizational conflict of interest" as follows:

"Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

The Proposer shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest. The Proposer shall state how its interests or those of any of its team members, consultants, contractors, or subcontractors, including the interests of any chief executives, directors, or Key Personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

The Proposer is prohibited from teaming with, receiving any advice from, or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including:

- A) CA Group, Inc.;
- B) Avenue Consultants, Inc.;
- C) BEC, Inc.;
- D) Jacobs Engineering, Inc.;
- E) Innova Technologies, Inc.;
- F) Nossaman, LLP;
- G) Overland Pacific & Cutler, LLC;
- H) Albert Risk, Inc.;
- I) Stantec Consulting Services, Inc.; and
- J) Affiliates (including parent companies, subsidiary companies, Persons under common ownership, JV members and partners, and other financially liable parties for a Person) of any of the above.

Such persons and entities are also prohibited from participating on a Proposer team as a contractor, subcontractor, consultant, or subconsultant.

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to the Department that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose is determined to exist during the

procurement process, the Department may, at its sole discretion, disqualify the Proposer. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose exists, and the Proposer has entered into a Contract as the Design-Builder, the Department may, at its sole discretion, terminate the Contract. In either case, the Department reserves all legal rights and remedies.

Proposers are also advised that the Department's guidelines in this RFQ are intended to augment applicable federal and State law, including federal organizational conflict of interest laws and rules, in addition to the laws and rules relating to the National Environmental Policy Act. Such applicable law will also apply to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

1.19 One-on-One Meetings

One-on-one meetings with firms that are capable of leading proposer teams for the Project are optional and will be held by appointment on the date listed in Section 2.2. The Department will conduct individual proposer meetings remotely via a confidential call-in number and web link to share information.

To schedule a one-on-one meeting and receive additional information regarding the remote meeting logistics, assurance of proposer confidentiality, and meeting agenda, firms should contact agreeservices@dot.nv.gov by the deadline listed in Section 2.2.

The one-on-one meetings are subject to the following rules:

- A) The meetings are intended to provide Proposers with a better understanding of the Project and Project-related documents or communications provided by the Department.
- B) The Department will not discuss with any Proposer any information submitted as part of this procurement other than its own.
- C) Proposers shall not seek to obtain commitments from the Department in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.
- D) No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers. Accordingly, the Department will reasonably attempt to provide material information about the Project or procurement that the Department reveals or discusses in response to questions raised in a one-on-one meeting to all other Proposers.
- E) The discussions or any statements made by either party shall not be binding on such party.
- F) No part of the evaluation of SOQs will be based on the conduct or discussions that occur during these meetings.
- G) Each of the Proposer participants in the meeting, via Microsoft Teams, is to have his/her computer camera enabled at all times. Participants understand that it is their responsibility to ensure that their environment remains secure and protected from outside observation and influence. Throughout the duration of the virtual meeting, the participants are to maintain the confidentiality of all information and discussions that occur during the meeting. This includes not taking screen shots, copying, or recording any portion of the meeting.

Persons attending the one-on-one meetings will be required to provide an acknowledgment of the foregoing rules prior to the meeting. The deadline for providing this acknowledgement listed in Section 2.2.

1.20 Organizational and Confidentiality Requirements

The Department has established the following organizational and confidentiality requirements:

- A) Only prospective Proposers that are capable of completing the Project in its entirety will be eligible for the Short-List.
- B) Each of the following circumstances shall be deemed an organizational conflict of interest disqualifying the affected Proposers:
 - a. Participation by any of the following Persons on more than one (1) Proposer team: a Principal Participant or Major Participant; or
 - b. Participation of an Affiliate of any Person identified above in Section 1.20.B.a on another Proposer's team.
- C) All Proposers affected by the organizational conflict of interest will be disqualified, even if the Person or Affiliate causing the conflict is intended to have a different or lesser role than that described above. Firms serving solely as an environmental coordinator/compliance, geotechnical services, system integrator, subsurface utility exploration, or public information coordinator may be on multiple teams.
- D) It is a requirement of the Department that Proposer organizations, including Principal Participants, Major Participants, and Key Personnel identified in the SOQ remain intact for the duration of the procurement process, including the subsequent Contract. A Proposer may propose substitutions for participants after the SOQ submittal; however, such changes will require written approval by the Department, which approval may be granted or withheld in the Department's sole discretion. Requirements for proposed changes in the organization of Key Personnel will be set forth in the RFP. Requests for changes in any of the Principal Participants or Major Participants will be particularly scrutinized.
- E) The Proposer may be given access to records that are confidential under State laws solely for the purpose of performing the required services under the Contract. The Proposer shall be required to sign a nondisclosure statement prior to its receipt of such documents, obligating each employee, agent, or Subcontractor of the Proposer not to make inappropriate use of or improperly disclose any of the contents of such documents.
- F) The Proposer must meet all legal, financial, and SOQ responsiveness along with the pass/fail requirements listed in Section 3.3.1.

1.21 Proposal Stipend

The Department will provide a stipend to Proposers on the Short-List. The stipend will be in the maximum amount of Four Hundred Twenty Thousand Dollars and 00/xx (\$420,000.00). Specific details regarding i) the maximum stipend amount to be paid out by the Department, ii) a Proposer's eligibility to receive a stipend, iii) the timing of stipend release to eligible Proposers, and iv) the terms of stipend acceptance will be described during the RFP phase of the procurement.

1.22 Bidder's Preference

The Project includes federal-aid funding. Therefore, the bidder's preference provided pursuant to NRS 408.3885(2) and NRS 408.3886(2) will not apply.

1.23 Federal Requirements

Potential Proposers are advised that the RFP and Contract Documents will be prepared based on the assumption that the Project will be eligible for federal-aid funds. Therefore, the procurement documents and Contract Documents will conform to the requirements of applicable federal law and FHWA regulations, including Davis Bacon wage rates, Buy America requirements, Title VI of the Civil Rights Act of 1964, as amended, regarding Equal Employment Opportunity (EEO) and Title 49 Code of Federal Regulations Part 26, as amended, and NRS 408.32872 to NRS 408.38728 regarding DBEs. The Department reserves the right to modify the procurement process described herein to address any concerns, conditions, or requirements of FHWA. Proposers shall be notified of any such modifications as provided in [Section 1.15](#).

1.24 Disadvantaged Business Enterprise (DBE) Program and Equal Employment Opportunity

1.24.1 Policy

The Department is an equal employment opportunity employer. The Department will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of 49 CFR Part 26. The Proposers shall take necessary and reasonable steps to ensure that businesses owned and controlled by socially and economically disadvantaged individuals are provided with a fair opportunity to participate in the Project.

1.24.2 DBE Participation Goal

The Department has adopted a DBE program to provide DBEs the opportunity to participate in the business activities of the Department as service providers, vendors, contractors, subcontractors, advisors, and consultants. The Department has adopted the definition of DBEs set forth in 49 CFR 26.5. The Proposers' DBE compliance obligations for the Project shall be governed by all applicable federal DBE regulations, including 49 CFR Part 26, as well as applicable requirements set forth in the Contract Documents and the Department's DBE Permanent Program Plan.

The Department has determined that DBE requirements apply to both the design and construction of the Project. The Department's DBE participation goal for the Project is 9.4% of the Contract amount. Compliance with 49 CFR Part 26 shall be as set forth in this [Section 1.24](#).

1.24.3 Equal Employment Opportunity

In connection with this RFQ and the Contract, Proposers shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, or disability. Proposers shall take affirmative action to ensure that all applicants are treated fairly during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, or disability. Such action shall include the following: layoff or termination, rates of pay or other forms of compensation, and employment, job assignment, upgrading, demotion, transfer,

recruitment/recruitment advertising, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

1.25 Compliance with Applicable Laws

In connection with this RFQ and the Contract, Proposers shall comply with all applicable laws in all aspects in connection with the procurement process of this Project and the performance of the Contract.

2.0 PROCUREMENT PROCESS

2.1 Overall Procurement Process

The procurement process of the Contract will be in accordance with NRS 408.3875 through NRS 408.3888, inclusive, and the NDOT Pioneer Program Guidelines (except as otherwise set forth in this RFQ or the RFP) using “best value” as the basis of selection. The intent of the Department is to award the Contract to the Proposer that provides a Proposal with the best combination of scope, price, quality, and schedule.

The procurement process will include the following two steps:

- A) The RFQ step (determination of the Short-List); and
- B) The RFP step (selection of a Design-Builder from the Proposers on the Short-List that submitted responsive Proposals).

Evaluation of the SOQs and Proposals will be based on information submitted in the SOQs and Proposals, or otherwise available to the Department. Pass/fail along with quality and technical evaluation factors will be present in both the RFQ and RFP phases, respectively.

2.1.1 RFQ Step

SOQs submitted in response to this RFQ must include a response to each pass/fail and quality evaluation factor. Proposers are not required to undertake any design work in order to respond to this RFQ.

The Short-List of Proposers that will be invited to submit Proposals will be determined based on an evaluation of both the pass/fail and quality evaluation factors set forth herein. This RFQ sets out what is required during the RFQ step of the procurement. ([Section 4.0](#) and [Appendix A](#) list the SOQ submittal requirements.)

Following the SOQ evaluations, the Department will determine the Short-List. Proposers on the Short-List will then be invited to provide Proposals. The Department will also provide the Short-Listed Proposers access to a secure file transfer site that will include information necessary for submitting Proposals. The address and procedures for the site will be provided to the Short-Listed Proposers coincident with the announcement of the Short-Listed Proposers.

2.1.2 RFP Step

The RFP will provide further specific instructions to Short-Listed Proposers on i) information required to be submitted, ii) the evaluation factors, iii) information on the scope and price proposals, and iv) the objectives and requirements for evaluation of the Proposals. The RFP will solicit scope, price proposals, and technical submissions from the Short-Listed Proposers. The above-noted proposals and technical submissions included in each Proposal will be evaluated based on the evaluation factors set forth in the RFP.

The relative weighting of scope, price, and technical submittals in the selection of the successful Proposer will be set forth in the RFP. At this time, the Department anticipates a Contract amount in the range of \$350 million to \$400 million, which includes an anticipated design cost between \$17 million and \$27 million and an anticipated construction cost between \$333 million and \$373 million. Best value will be determined based upon the proposed scope of work, price, schedule, quality, and other factors with guidelines defined in the RFP.

2.2 Procurement and Anticipated Project Schedule

The following represents the current schedule for the Project. As the Project develops, the schedule is subject to change, and changes to the schedule may be done at the sole discretion of the Department. Proposers will be notified of any change by an Addendum to the RFQ.

Procurement and Anticipated Project Schedule

| Activity | Due Date |
|--|---|
| Issue RFQ | April 3, 2023 |
| Deadline to schedule one-on-one meetings | April 6, 2023 |
| Deadline to submit one-on-one meeting agenda, list of attendees, and acknowledgment form | By 10:00 am , local time April 11, 2023 |
| One-on-one meetings (virtual) | April 13, 2023 (meetings to be 30-minute meetings after 1 pm) |
| Final date for receipt of Proposer's questions | April 27, 2023 |
| Request for exceptions of ineligible firms or organizational conflict of interest | April 27, 2023 |
| Issue date for final Addendum and/or answers to Proposer's questions (RFQ) | May 4, 2023 |
| SOQ due date | May 25, 2023 |
| Short-list announced | July 2023 |
| Issue draft RFP | July 2023 |
| Issue final RFP | September 2023 |
| Proposal due date | Early Winter 2023 |
| Selection of best value Proposer | Late Winter 2024 |
| Award | Spring 2024 |
| Anticipated design duration | Spring/Summer 2024 to Spring 2025 |
| Anticipated construction duration | Fall 2024 to Fall 2026 |

3.0 EVALUATION PROCESS FOR THE SOQ

3.1 Evaluation Objectives

The objective of the RFQ step is to create a Short-List of three (3) to five (5) of the most highly qualified Proposers with the general capability (technical, financial, and management) and experience necessary to successfully undertake and complete the Work. The Department has set high responsibility standards for the Design-Builder as reflected in the quality evaluation factors of this RFQ and as will be reflected in the RFP and the Contract. Neither the overall ratings nor the ranking of the Proposers on the Short-List will be disclosed to the Proposers during the procurement process. Proposals submitted in response to the RFP will be evaluated without any reference to the results or rankings of the SOQs.

Specific objectives relating to each of the pass/fail and quality evaluation factors listed in [Section 3.3](#) are included in [Sections 4.4.1](#) and [Section 4.4.2](#), respectively, of this RFQ.

3.2 Review and Evaluation of the SOQ

The information submitted in accordance with [Section 4](#) will be evaluated in accordance with both the pass/fail evaluation factors listed in [Section 3.3.1](#) and the quality evaluation factors provided in [Section 3.3.3](#).

3.3 Evaluation Factors for the SOQ

Following or in conjunction with evaluation of each SOQ for responsiveness as set forth in [Section 3.3.2](#), the Department will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a “pass” on all pass/fail items in [Section 3.3.1](#) in order for its SOQ to be evaluated qualitatively under [Section 3.3.3](#).

3.3.1 *Pass/Fail Evaluation Factors*

The pass/fail evaluation factors are as follows:

- A) The SOQ contains an original executed cover letter as required in [Section 4.4.1](#).
- B) Neither the Proposer nor any other entity that has submitted [Form L-2 \(Appendix B\)](#) as required by this RFQ is currently disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government or any state government.
- C) No Principal Participant has been found liable for breach of contract with respect to a previous project, other than a breach for a legitimate cause.
- D) The SOQ contains a completed [Acknowledgement of Receipt Form \(Appendix B\)](#).
- E) The information disclosed on [Form L-2 \(Appendix B\)](#) submitted by Proposer or any other entity as required by this RFQ does not, in the Department’s sole discretion, materially adversely affect the Proposer’s ability to carry out the Project responsibilities potentially allocated to the Proposer in the Contract.
- F) The information disclosed on [Form PP \(Appendix B\)](#) submitted by Proposer or any other entity as required by this RFQ does not, in the Department’s sole discretion, materially adversely affect the Proposer’s ability to carry out the Project responsibilities potentially allocated to the Proposer in the Contract.

- G) The Proposer has provided a letter from an Eligible Surety or insurance company indicating that the Proposer is capable of obtaining a proposal bond, performance bond, and payment bond covering the Contract as set forth in Section 4.4.1.3.

3.3.2 Responsiveness

Each SOQ will be reviewed for i) the responsiveness of the Proposer to the submittal requirements set forth in this RFQ, ii) conformance to the RFQ instructions regarding organization and format, and iii) the absence of nonconformities, irregularities, and apparent clerical mistakes that are not reasonably correctable through minor Clarifications. Those SOQs not responsive to this RFQ may be excluded from further consideration, and the Proposer will be so notified. The Department may also exclude from consideration any Proposer where a SOQ contains a material misrepresentation.

3.3.3 Quality Evaluation Factors

The quality evaluation factors and associated weightings are listed in the following table.

Quality Evaluation Criteria and Weighting

| Criteria | Weighting |
|--|-----------|
| Design-Build Plan and Organization (Volume II Section 1 of the SOQ): The objective of this evaluation factor is to identify Proposers that demonstrate a general understanding and plan to manage the design, construction, and technical issues and risks associated with design-build projects, in addition to Proposers that clearly define the functional relationships of the Proposer’s team and its Key Personnel. | 25% |
| Qualifications of Key Personnel (Volume II Section 2 of the SOQ): The objective of this evaluation factor is to identify Key Personnel that have availability, demonstrate past teamwork, and exhibit relevant experience in managing, designing, and/or constructing projects of similar nature and scope to that of the Project. | 40% |
| Experience and Past Performance of the Proposer Firms (Volume II Section 3 of the SOQ): The objective of this evaluation factor is to identify i) the best design and construction firms available with demonstrated experience and a record of producing quality work on Department projects and other projects similar in nature and scope to the Project (notably in how a Proposer’s experience relates to Design-Build or other alternatively delivered projects); ii) Proposers that will effectively manage all aspects of the Contract in a quality, timely, and effective manner; and iii) Proposers with firms without a history of legal, financial, safety, quality, and timeliness problems that could adversely impact the Project. | 30% |
| Safety (Volume II Section 4 of the SOQ): The objective of this evaluation factor is to identify Proposers with proven safety records/practices and to avoid Proposers with a history of safety problems. | 5% |

During the SOQ evaluation, ratings will be assigned for the various requirements (see Section 4.4.2) of each quality evaluation factor. The ratings assigned to each requirement will be compiled to determine an overall quality evaluation factor rating. The ratings assigned to the quality evaluation factors will be compiled to determine an overall quality rating for the SOQ. Numerical scores will be assigned.

Quality ratings for each quality evaluation factor and the overall quality rating for the SOQ will be based on the following adjectival quality rating criteria:

EXCEPTIONAL: The Proposer has provided information relative to its qualifications that is considered to **significantly exceed** stated objectives/requirements in a beneficial way

and indicates a consistently outstanding level of quality. There are essentially no Weaknesses.

GOOD: The Proposer has presented information relative to its qualifications that is considered to **exceed** stated objectives/requirements and offers a generally better than acceptable quality. Weaknesses, if any, are very minor.

ACCEPTABLE: The Proposer has presented information relative to its qualifications that is considered to **meet** the stated objectives/requirements, and has an acceptable level of quality. Weaknesses are minor and can be readily corrected.

POOR: The Proposer has presented information relative to its qualifications that **contains significant Weaknesses and/or Deficiencies and/or poor quality**. The SOQ fails to meet the stated objectives and/or requirements and/or lacks essential information. Weaknesses/Deficiencies are so major and/or extensive that a major revision to the SOQ would be necessary and/or are not correctable.

3.4 Requests for Clarification

Proposers shall provide accurate and complete information to the Department. If the information provided is not complete, the Department will either declare the SOQ non-responsive or notify the Proposer of the insufficiency through a request for Clarification. The Department may, in its sole discretion, prohibit Proposers from participating further in the procurement of the Project until all information required in this RFQ is provided through submittal of corrected, supplemental, or missing documents. If a Proposer's response is not provided by the deadline established by the Department in its request for Clarification, the SOQ may be declared non-responsive by the Department, in its sole discretion.

The Department may, at its sole discretion, request Clarifications and/or supplemental information from the Proposers during the SOQ evaluation and Short-List process.

All requests and responses shall be in writing by certified mail, courier, or e-mail and, if by e-mail, confirmed in a hard copy by priority mail/express delivery service. Responses shall be limited to providing the specific information requested by the Department. Responses to requests for clarification that are incomplete or do not address the information sought shall result in the Department declaring the associated SOQ as non-responsive.

The Department does not anticipate conducting interviews during the RFQ step, but reserves the right to do so. If the Department elects to conduct interviews, the Proposers shall be notified in writing.

Proposers must submit follow-up responses to inquiries by the Department to the address indicated below except as otherwise specified in writing or e-mail by the Department. Responses shall be submitted to the following address:

Agreement Services
Nevada Department of Transportation
1263 South Stewart Street, Room 102
Carson City, NV 89712
Phone (775) 888-7070
agreeservices@dot.nv.us

In the event a material error is discovered in the RFQ during the SOQ evaluation process, the Department will issue an Addendum to all Proposers that have submitted SOQs requesting revised SOQs based upon the corrected RFQ.

3.5 Determination of the Short-List

The Department will establish a Short-List of a minimum of three (3) and a maximum of five (5) (as determined by the Department) of the most highly qualified Proposers in order to ensure adequate competition. Neither the overall ratings nor the ranking of the Proposers on the Short-List will be disclosed to the Proposers during the procurement process and will not be considered during the evaluations of Proposals submitted in response to an RFP.

3.6 Challenge

The decision of the Department on the composition of Short-List and the subsequent award of the Contract shall be final and shall not be appealable, reviewable, or reopened in any way, except as provided in Section 5.0.

4.0 SOQ SUBMITTAL REQUIREMENTS

4.1 Date and Time of Receipt

All SOQs must be submitted no later than 12:00 p.m., local time, on the SOQ due date specified in [Section 2.2](#). The SOQs must be clearly identified and marked “Confidential”. Late submittals will not be considered.

4.2 Submittal Process

Each Proposer shall electronically send to the Department’s Authorized Representative at agreeservices@dot.nv.gov a secure file transfer link so that the Authorized Representative may access and download the SOQ.

While the Department’s Authorized Representative will attempt to verify receipt and successful download of each SOQ, each Proposer shall be responsible for obtaining a written receipt appropriate to the means of delivery from the Department office specified in this [Section 4.2](#) at the time of delivery of its SOQ. It is the Proposer’s sole responsibility to ensure delivery of its SOQ to the Department at the time specified herein, and the Department will have no liability or responsibility therefore.

4.3 Page Limit, Format, and Quantities

The Proposer’s SOQ shall be packaged and electronically submitted in two (2) separate searchable Portable Document Format (PDF) volumes/files. Volume I is to include the cover letter and Volume I’s sections and all applicable appendices. Volume II is to include Volume II’s sections and all applicable appendices. Both volumes of the SOQ shall include electronic bookmarks for each section. The page limits of the various sections of the SOQ exclude required forms, resumes, dividers, appendices, and the one-page (1-page) organizational chart, which may be provided on a single 11-inch by 17-inch sheet. ([Appendix A](#) provides further details on the contents of a SOQ.)

4.4 Content of the SOQ

This section describes the specific information that must be included in the SOQ that will form the basis of the Department’s evaluation of each Proposer. An outline of the required format for the SOQ is provided in [Appendix A](#), and the required forms for the SOQs are contained in [Appendix B](#). Any material modification to the forms may result in a SOQ being declared non-responsive.

Proposers must provide brief and concise information that addresses the objectives and the requirements of the Project consistent with the pass/fail evaluation factors described in [Section 4.4.1](#) and quality evaluation factors described in [Section 4.4.2](#). Lengthy narratives containing extraneous information are discouraged.

The Department will maintain a confidential process for the duration of this procurement. All records related to this procurement, including SOQs, Proposals, and the final Proposer ranking, will remain confidential until a notice of intent to award the Contract is issued pursuant to NRS 408.3888(1).

If the Proposer submits information in its SOQ that it believes to be confidential under NRS 333.333, NRS 408.215, or elsewhere in State law, and wishes to protect it from disclosure, the Proposer must do the following:

- A) Clearly mark all trade secrets or other proprietary information customarily regarded as confidential as such in its SOQ at the time the SOQ is submitted, and include a cover sheet immediately after the cover letter and Acknowledgment of Receipt (Appendix B) form in Volume I identifying each section and page that have been so marked;
- B) Include a statement in the cover sheet justifying the legal basis for Proposer's determination that certain records are confidential for each record so defined; and
- C) Defend any action seeking release of the records it believes to be confidential and indemnify, defend, and hold harmless the State and the Department, its agents, and its employees from any judgments awarded against the State in favor of the party requesting the records, including any and all costs connected with that defense. This indemnification survives the Department's cancellation or termination of this procurement or award and subsequent execution of a Contract. In submitting a SOQ, the Proposer agrees that this indemnification survives as long as the confidential information is in possession of the State.

Unless otherwise provided by law, confidential information provided to the Department is not subject to inspection at any time by third persons under NRS 333.333, NRS 408.215, or elsewhere in State law.

All records pertaining to this procurement will become public information after issuance of a notice of intent to award the Contract, unless such records are determined to be confidential or otherwise exempt from disclosure under State law. Any records marked as confidential by a Proposer in its SOQ and, if Short-Listed, in its Proposal will be returned to the unsuccessful Proposers after the execution of the Contract with the Design-Builder. The records marked confidential by the successful Proposer in its SOQ and Proposal will remain confidential and will be returned to the Design-Builder upon completion and final acceptance of its Work under the Contract.

4.4.1 Pass/Fail Factors

4.4.1.1 Volume I: Cover Letter

The Proposer shall provide a one-page (1-page) letter indicating its desire to be considered for the Project and stating the official names and roles of all Principal Participants and Major Participants identified by the Proposer as of the date of the SOQ.

The cover letter shall clearly identify the Proposer's Authorized Representative and the street address, e-mail address, and telephone number where questions to the Proposer can be directed. The Proposer's Authorized Representative shall remain available to the Department throughout the evaluation of the SOQ to respond to questions or requests for Clarifications by the Department.

An authorized representative of the Proposer shall sign the letter. If the Proposer is not yet a legal entity or is a JV or general partnership, authorized representatives of all Principal Participants shall sign the letter.

The Proposer shall attach the Acknowledgment of Receipt (Appendix B) to the cover letter acknowledging receipt of the RFQ and any Addenda and/or responses to questions issued by the Department.

4.4.1.2 Volume I Section 1: Legal

The Proposer is required to submit the following information in Volume I, Section 1, of its SOQ:

- A) Submit Form L-1 (Appendix B), Proposer's Organization Information, for the Proposer's organization; and
- B) Submit Form L-2 (Appendix B), Principal Participant and Major Participant Certification, for each Principal Participant and Major Participant covering the period identified for each question in Form L-2.

If a JV, LLC, or partnership, the Proposer shall:

- A) Identify the percent equity share held by each member on Form L-1 (Appendix B); and
- B) If the Proposer is to be a consortium, partnership, or any other form of a JV, or an association that is not a legal entity, the Proposal shall contain an express statement from each Principal Participant and any other member who will make up Design-Builder indicating they will accept joint and several liability for the Design-Builder's obligations under the Contract.

Each Proposer (regardless of whether a corporation, JV, LLC, or partnership) is required to submit the following information to be provided in Appendix A to Volume I of the SOQ:

- A) Submit a notarized power(s) of attorney for each Principal Participant indicating the authority of the Principal Participant's representative to sign for that Principal Participant; and
- B) Submit a notarized power(s) of attorney from each Principal Participant indicating the authority of the Proposer's Authorized Representative to sign documents for and on behalf of the Proposer's organization.

If a JV, LLC, or partnership, the Proposer shall also include:

- A) Full details of the organizational structure and supporting organization/formation documents, including a copy, as applicable, of the JV agreement, LLC operating agreement, or partnership agreement, if the Proposer has already been legally constituted, or
- B) A brief description of the proposed legal structure and draft copies of the underlying documents, if the Proposer has not yet been legally formed, including the following:
 - a. All significant terms of the JV agreement, LLC operating agreement, or partnership agreement, including the rules relative to the administration of the JV, LLC, or partnership, including dealing with deadlock situations;
 - b. Description of how the JV, LLC, or partnership will operate administratively and technically; and
 - c. A memorandum of agreement or teaming agreement.

4.4.1.3 Volume I Section 2: Financial

The Proposer is required to submit the following information regarding the Proposer's surety letter(s):

- A) Provide a letter from an Eligible Surety indicating that the Proposer is capable of obtaining a proposal bond, performance bond, and payment bond covering the procurement and Contract. (Note: a single surety letter submitted on behalf of a JV will be permitted.)

- B) The bonding/security capacity levels listed in the table below represent minimum levels necessary to pass this requirement. Letters indicating “unlimited” bonding/security capability are not acceptable.
- C) The letter must specifically state that the surety/insurance company has evaluated the Proposer’s backlog and work-in-progress to determine its bonding capacity, and the letter must expressly identify the Proposer’s amount of current backlog and utilized bonding capacity.

Bonding Capacity Levels (Minimum)

| Proposal Bond/Security | Payment Bond/Security | Performance Bond/Security |
|---|--|--|
| Five percent (5%) of proposed Contract amount | One hundred percent (100%) of proposed Contract amount | One hundred percent (100%) of proposed Contract amount |

4.4.2 Quality Evaluation Factor Objectives

In providing the SOQs, the Proposers are expected by the Department to be guided by the objectives listed in Section 3.3.3 when drafting their submittal. An objective is stated for each quality evaluation factor to provide the Proposers with the expectations of the Department. The submittal requirements for the quality evaluation factor and the information to be submitted are listed and described in detail below. The quality evaluation ratings of Section 3.3.3 will be evaluated based on how well the SOQ responds to the evaluation factors and meets or exceeds the objectives for each evaluation factor.

4.4.2.1 Volume II Section 1: Design-Build Plan and Organization

The Proposer is required to submit the following information as part of the SOQ in the order listed below for items A) and B).

- A) Provide a maximum five-page (5-page) narrative that:
 - a. Describes the proposed plan of the Proposer team to manage the design and construction of the Project;
 - b. Lists and describes typical design-build or alternative project delivery technical issues and risks facing a design-builder and/or the Department; and
 - c. Describes the proposed plan of the Proposer team to innovatively manage the identified issues and risks to ensure a successful Project, considering the Department’s Project goals listed in Section 1.2.

NOTE: The Proposer is **not** to discuss or make reference to past performance or any past project experience in this narrative section of the SOQ.

- B) Submit an organizational chart in accordance with the requirements of Section 4.3 identifying all Principal Participants, Major Participants, known Subcontractors, and those Key Personnel listed in Section 4.4.2.2 on the chart. The Proposer is to represent, as applicable, those responsible for major functions to be performed in managing, administrating, designing, constructing, and providing construction QC, construction phasing and traffic control/management, geotechnical and structural expertise, and utilities coordination for the Proposer’s organization. The chart shall include the organization and communication structure among the Proposers and their Principal

Participants, Major Participants, Key Personnel, the Department, and any key stakeholders or third parties to this Project.

4.4.2.2 Volume II Section 2: Qualifications of Key Personnel

The Proposer is required to submit the following information as part of its SOQ in the order listed below for items A) through D).

- A) Submit Form O-1 (Appendix B), Proposed Key Personnel Information. If more than one (1) key position is filled by the same person, the Proposer is to indicate this. The Proposer is to provide two (2) references for its Project Manager nominee and at least one (1) reference for all other Key Personnel. References shall be owners or clients for whom each of the Key Personnel has worked within the past ten (10) years and shall not be current or past employers or employees of the Key Personnel.
- B) Submit a chart that details current and future work commitments for each Key Personnel beginning on the date when this RFQ was issued and ending on the anticipated end date for Project construction (see the procurement and anticipated project schedule in Section 2.2).
- C) Submit a chart that lists i) the name of each Key Personnel, ii) past projects on which each Key Personnel has worked, iii) the role of each Key Personnel on these past projects, iv) the amount of time each Key Personnel has worked on these past projects, and v) the instances where the various Key Personnel have worked together on the listed projects. The chart shall **only** include projects that have been submitted on Form E-1.
- D) Submit resumes detailing each Key Personnel's experience and qualifications. Each resume shall be a maximum of one (1) page. Resumes must highlight the following information:
 - a. Proposed role of each Key Personnel on the Project and his/her experience in the area of responsibility;
 - b. History of employment with the Major Participant (if any);
 - c. Experience in the management, design, and/or construction of projects similar in nature and scope to the Project, notably referencing any Design-Build or other alternative delivery project experience; and
 - d. Project role, if any, on the same projects identified on Form E-1.

Qualifications for the Key Personnel are defined as follows:

- A) The Project Manager shall have a minimum of ten (10) years of experience managing construction projects, including at least seven (7) years of experience managing highway infrastructure projects similar in nature and scope to the Project.
- B) The Construction Manager shall have a minimum of ten (10) years of experience managing highway infrastructure projects similar in nature and scope to the Project.
- C) The Lead Engineer shall have a minimum of ten (10) years of experience managing design for highway infrastructure projects similar in nature and scope to the Project. The Lead Engineer shall be a Nevada Registered Professional Engineer (or be one prior to submitting a Proposal in response to the RFP).
- D) The Quality Manager shall have a minimum of ten (10) years of experience in a similar role on highway projects similar in nature and scope to the Project.

- E) The Safety Manager shall have experience in a work zone safety technician or supervisor capacity of highway construction projects similar in nature and scope to the Project, including a minimum of ten (10) years of progressive heavy construction experience, five (5) years of which must be safety management experience. The Safety Manager shall have completed training and current certification for CPR and first aid or have such certifications prior to submitting a Proposal in response to the RFP.

4.4.2.3 Volume II Section 3: Experience and Past Performance of the Proposer Firms

The Proposer is required to submit the following information as part of its SOQ in the order listed below for items A) through E).

- A) Not used.
- B) Submit Form DP (Appendix B), Department Project Description. The Proposer is to provide a project description for **every** project \$50 million and above in construction value (for which the subject firm provided construction work) or \$5 million and above in professional services and/or design value (for which the subject firm provided professional services and/or design work) that each Principal Participant and Major Participant is currently completing or has completed for the Department, as a prime or first-tier Subcontractor, within the last ten (10) years.
- C) Submit Form E-1 (Appendix B), Past Project Description. The Proposer is to provide up to ten (10) project descriptions, at the Proposer's discretion, highlighting experience for projects similar to the Project. The Proposer may include projects included on the Proposer's Form DPs.
- D) Submit Form E-2 (Appendix B), Subcontractor Information. Except for the designated Major Participants (who have already been included on Form L-1 and Form E-1 [Appendix B]), the Proposer is to identify Subcontractors (including subconsultants) the Proposer plans to use, to the extent they are known, indicating what portion of the Work each such Subcontractor is anticipated to undertake. The Proposer is to submit a maximum one-page (1-page) summary of experience immediately following this Form E-2 for each listed Subcontractor, including subconsultants.
- E) Submit Form PP (Appendix B), Past Performance. The Proposer is to submit a separate Form PP for each Principal Participant and Major Participant in accordance with instructions detailed on Form PP.

4.4.2.4 Volume II Section 4: Safety

The Proposer is required to submit the following information as part of its SOQ.

- A) Provide a maximum one-page (1-page) narrative describing the Proposer's safety program, including any innovative features and safety procedures that will protect Proposer personnel, Department personnel, and the traveling public; and
- B) Submit Form S (Appendix B), Safety Questionnaire, for each Principal Participant and Major Participant anticipated to perform construction work on the Project.

5.0 PROTESTS

5.1 Applicability

This Section 5 sets forth the exclusive protest remedies available with respect to this RFQ. These provisions prescribe the exclusive procedures for protests regarding:

- A) Allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed the Department's authority;
- B) A determination as to whether a SOQ is responsive to the requirements of the RFQ or as to whether a SOQ passes the pass/fail criteria set forth in this RFQ; and
- C) Short-listing determinations.

5.2 Deadlines for Protests

Protests concerning the issues described in Section 5.1.A must be filed as soon as the basis for the protest is known, but no later than twenty (20) calendar days prior to the SOQ due date, unless the protest relates to an Addendum to the RFQ, in which case the protest must be filed no later than five (5) business days after the Addendum is issued.

Protests concerning the issues described in Section 5.1.B must be filed no later than five (5) business days after receipt of the notification of non-responsiveness.

Protests concerning the issues described in Section 5.1.C must be filed no later than ten (10) calendar days after the earliest of the notification to Proposers of the Short-List or the public announcement of the Short-List.

5.3 Content of Protest

A protestor shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and the protestor shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protestor shall also include the name and address of the protestor and the RFQ number. Statements shall be sworn and submitted under penalty of perjury.

5.4 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Department's Authorized Representative at the address specified in Section 3.4, with a copy to the Chief Deputy Attorney General in the Department's Legal Division, at the same street address specified in Section 3.4 in Room 315, as soon as the basis for protest is known to the Proposer. Alternatively, the protest may be sent by certified U.S. mail to the Office of the Attorney General at 100 N. Carson St., Carson City, Nevada 89701, c/o the Deputy AG for the Department, postmarked on or before the applicable deadline. For any protests filed after the SOQ due date, the Proposer filing the protest shall concurrently send a copy of the protest to the other Proposers, whose addresses may be obtained by contacting the Department's Authorized Representative.

5.5 Comments from Other Proposers

Other Proposers may file statements in support of or in opposition to the protest within five (5) business days after the filing of the protest. The Department will promptly forward copies of all

such statements to the protestor. Any statements shall be sworn and submitted under penalty of perjury.

5.6 Burden of Proof

The protestor shall have the burden of proving its protest by clear and convincing evidence. The Department may, in its sole discretion, discuss the protest with the protestor and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

5.7 Decision on the Protest

The Department's Director or his 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 this RFQ by issuing an Addendum.

The written decision of the Department's Director or his designee shall be final and non-appealable.

5.8 Protestant'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 legal and consultant fees and costs and any unavoidable damages sustained by the Department as a consequence of the protest.

5.9 Rights and Obligations of Proposers

Each Proposer, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this [Section 5](#). The Proposer expressly waives all other rights and remedies that may be available to the Proposer under law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this [Section 5](#), it shall indemnify and hold the Department and its officers, employees, agents, and consultants harmless 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 SOQ shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

6.0 DEPARTMENT RIGHTS AND DISCLAIMERS

6.1 Department's Reserved Rights

The Department may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, may require additional information from a Proposer concerning its SOQ, and may require additional evidence of qualifications to perform the Work described in this RFQ. In connection with this procurement, the Department reserves to itself all rights (which rights shall be exercisable by the Department in its sole discretion) available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:

- A) Modify the procurement process to address applicable law and/or the best interests of the Department and the State.
- B) Revise the scope, type, structure, and specific terms of this procurement.
- C) Modify the scope of the Project during the procurement process.
- D) Develop the Project, including any portion thereof, in any manner that the Department, in its sole discretion, deems necessary. If the Department is unable to negotiate a Contract to its satisfaction with the selected Proposer, it may negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other development or solicitations relating to the Project, or exercise such other rights under the statute and other provisions of State law as it deems appropriate.
- E) Cancel this RFQ or the subsequent RFP in whole or in part at any time and for any reason prior to the execution by the Department of the Contract, without incurring any cost obligations or liabilities.
- F) Issue a new RFQ after withdrawal of this RFQ or a subsequent RFP.
- G) Not Short-List any Proposer responding to this RFQ.
- H) Not issue an RFP.
- I) Reject any and all submittals, responses, and SOQs received at any time.
- J) Modify all dates set or projected in this RFQ.
- K) Terminate evaluations of responses received at any time and for any reason.
- L) Issue Addenda, supplements, and modifications to this RFQ.
- M) Appoint evaluation committees to review the SOQs, make recommendations, and seek the assistance of outside technical, financial, and legal experts and consultants when evaluating the SOQs.
- N) Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ, or require additional evidence of qualifications to perform the work described in this RFQ.
- O) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
- P) Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- Q) Negotiate with a Proposer without being bound by any provision in its Proposal.

- R) Waive nonconformities, irregularities, and apparent clerical mistakes in a SOQ.
- S) Accept and review a non-conforming SOQ or permit Clarifications or supplements to a SOQ.
- T) Disqualify any Proposer that changes its submittal without the Department's approval.
- U) Disqualify any Proposer under this RFQ, the RFP, or during the period between the RFQ and RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP, or in any other communication from the Department.
- V) Add to the Short-List of Proposers any Proposer that submitted a SOQ in order to replace a previously Short-Listed Proposer that withdraws or is disqualified from participation in this procurement.
- W) Conditionally place a Proposer on the Short-List requiring that certain conditions be met in order for such Proposer to remain on the Short-List (e.g., replacement of an individual listed as a Key Personnel with another individual who shall be subject to the approval of the Department in its sole discretion).
- X) Not issue a notice to proceed after execution of the Contract.
- Y) Develop some, or all, of the Project.
- Z) Exercise any other right reserved or afforded to the Department under this RFQ or applicable laws and regulations.

This RFQ does not commit or bind the Department to enter into a Contract or proceed with the procurement described herein. Except as expressly set forth in Section 1.21, the Department assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ or any subsequent RFP. All of such costs shall be borne solely by each Proposer.

6.2 Department Disclaimers

In issuing this RFQ and undertaking the procurement process contemplated hereby, the Department specifically disclaims the following:

- A) Any obligation to award or execute a Contract pursuant to this RFQ; and
- B) Any obligation to reimburse a Proposer for any costs it incurs under this procurement except as otherwise set forth in the RFP.

In submitting a SOQ in response to this RFQ, the Proposer is specifically acknowledging these disclaimers.

APPENDIX A FORMAT AND ORGANIZATION

APPENDIX A
FORMAT AND ORGANIZATION FOR A STATEMENT OF QUALIFICATIONS

A1.0 Proposal Format

The outline presented in this Appendix A shall be followed for preparing a Statement of Qualifications (SOQ). Specific content requirements for each section of the SOQ are described in the Request for Qualifications (RFQ), as referenced in the outline below. This format has been created to facilitate both the responses to the RFQ and the evaluation and Short-List process.

- A) The SOQ shall be packaged and electronically submitted into two (2) separate searchable Portable Document Format (PDF) volumes/files as follows. Both volumes of the SOQ shall include electronic bookmarks for each section.
 - 1) Volume I:
 - i. Cover Letter
 - ii. Section 1 – Legal
 - iii. Section 2 – Financial
 - iv. Appendix A – Legal Documents
 - 2) Volume II:
 - i. Section 1 – Design-Build Plan and Organization
 - ii. Section 2 – Qualifications of Key Personnel
 - iii. Section 3 – Experience and Past Performance of the Proposer Firms
 - iv. Section 4 – Safety
 - v. Appendix A – Awards, Citations, and Commendations
- B) The cover letter shall be the first page of Volume I with Section 1, Section 2, and Appendix A of Volume I immediately following the cover letter. Section 1 through Section 4 and Appendix A of Volume II shall be submitted together as a separate file from Volume I.
- C) Text shall be Arial font that is a minimum of eleven (11) points in height; provided however, the font size in the organizational charts, graphics, and tables may be ten (10)-point so long as the organizational charts, graphics, and tables are legible, as determined by the Department in its sole discretion. All pages shall be single-spaced. Pages shall be 8.5-inch by 11-inch (except those items specifically indicated in the RFQ as being another size) white paper with simple lettered/numbered headings for each section/subsection. Each page in each section shall be numbered consecutively (e.g., 1-1, 1-2; 2-1, 2-2; 3-1, 3-2; etc.). Each page number shall be centered at the bottom of each page.
- D) Present information clearly and concisely. Documentation that is difficult to read may be rejected and may lead to disqualification.
- E) The information shall be easily reproducible by normal photocopying machines.
- F) SOQs will become the property of the Department. Each SOQ will be retained after the RFQ step for the Project files and will become part of the public record.

Nevada Department of Transportation

| SOQ Section No. | Section Title and Required Information | RFQ Reference |
|--|---|----------------------------|
| Volume I: N/A | Cover Letter, including the <u>Acknowledgement of Receipt</u> form and (if applicable) a cover sheet that identifies each section and page number and justification of all marked trade secrets or other proprietary information customarily regarded as “confidential.” | 4.4.1.1 |
| Volume I Section 1: Legal | The Proposer is required to submit: <ul style="list-style-type: none"> • <u>Form L-1</u> • <u>Form L-2</u> • If a joint venture (JV), limited liability company (LLC), or partnership, include the: <ul style="list-style-type: none"> ▪ Percent equity share of each Principal Participant and ▪ Express statement of joint and several liability. | 4.4.1.2 |
| Volume I Section 2: Financial | The Proposer is required to submit: <ul style="list-style-type: none"> • Surety letter(s) | 4.4.1.3 |
| Volume I Appendix A: Legal Documents | <ul style="list-style-type: none"> • Power(s) of attorney • If a JV, LLC, or partnership, include: <ul style="list-style-type: none"> ▪ Details of the organizational structure and supporting organization/formation documents if the Proposer has already been legally constituted; or ▪ A brief description of the proposed legal structure and draft copies of the underlying documents if the Proposer has not been legally formed. | 4.4.1.2 |
| Volume II Section 1: Design-Build Plan and Organization | The Proposer is required to submit: <ul style="list-style-type: none"> • A narrative described in <u>Section 4.4.2.1</u> of this RFQ • An organizational chart | 4.4.2.1 |
| Volume II Section 2: Qualifications of Key Personnel | The Proposer is required to submit: <ul style="list-style-type: none"> • <u>Form O-1</u> • Key Personnel work commitment chart • Key Personnel project experience chart • Resumes for each Key Personnel | 4.4.2.2 |
| Volume II Section 3: Experience and Past Performance of the Proposer Firms | The Proposer is required to submit: <ul style="list-style-type: none"> • <u>Form DP</u> • <u>Form E-1</u> (for a maximum of ten [10] projects) • <u>Form E-2</u> and experience summaries • <u>Form PP</u> | 4.4.2.3 |
| Volume II Section 4: Safety | The Proposer is required to submit: <ul style="list-style-type: none"> • A narrative described in <u>Section 4.4.2.4</u> of this RFQ • <u>Form S</u> | 4.4.2.4 |
| Volume II Appendix A | Awards, Citations, and Commendations as a supplement to <u>Form PP</u> | 4.4.2.3 and <u>Form PP</u> |

APPENDIX B FORMS

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| <u>Form L-1</u> | Proposer's Organization Information |
| <u>Form L-2</u> | Principal Participant and Major Participant Certification |
| <u>Form O-1</u> | Proposed Key Personnel Information |
| <u>Form PP</u> | Past Performance |
| <u>Form S</u> | Safety Questionnaire |
| <u>Form T</u> | RFQ Comment Form |

**ACKNOWLEDGMENT OF RECEIPT OF
REQUEST FOR QUALIFICATIONS, ADDENDA,
AND RESPONSES TO QUESTIONS**

(To be attached to Statement of Qualifications Cover Letter)

(Name of Proposer)

We hereby acknowledge receipt of the Henderson Interchange Design-Build project RFQ, and subsequent Addenda and responses to questions issued by the Nevada Department of Transportation. An attorney-in fact for each of the Principal Participants may execute this Addenda/acknowledgement form on behalf of the respective Principal Participants. The use of additional sheets is acceptable.

| Addendum No. | Date Issued |
|--------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

| Response to Questions No. | Date Issued |
|---------------------------|-------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(Signed)

(Date)

(Printed or Typed Name)

(Title)

**FORM DP
DEPARTMENT PROJECT DESCRIPTION**

Instructions: The Proposer is to provide a project description (this Form DP) for every project over \$50 million in construction value (for which the subject firm provided construction work) or over \$5 million in professional services and/or design value (for which the subject firm provided professional services and/or design work) that each Principal Participant and Major Participant is currently completing or has completed for the Department, as a prime or first-tier Subcontractor, within the last ten (10) years. (Note: The Proposer may add one (1) additional page when completing this Form DP. Each Form DP shall be a maximum of three (3) pages.)

Name of Proposer: _____

| |
|---|
| Name of Firm: |
| Department Project Name: _____ Project Role: _____ Prime: _____ 1 st Tier Subcontractor: _____ Other: _____ |
| Schedule and Budget |
| Contract Type (e.g., Engineering, Construction): _____ Percent of Total Work Performed by the Firm: _____ Initial Contract Value (US\$): _____ Final Value (US\$): _____ Total value of Contractor-requested change orders (US\$): _____ Reasons for exceeding the initial contract value: _____ _____ _____ Contract Commencement Date: _____ Planned Completion Date: _____ Actual Completion Date: _____ Reasons for exceeding the planned completion date: _____ _____ _____ |
| Department Information |
| Name of Department Project Manager: _____ Telephone: _____ |

Department Project Details

Project location and description of work for which the firm was responsible:

**FORM E-1
PAST PROJECT DESCRIPTION**

Note: The Proposer may add one (1) additional page when completing this Form E-1. Each Form E-1 shall be a maximum of three (3) pages.

Name of Proposer: _____

| |
|--|
| Name of Firm: |
| Project Name: _____ |
| Project Role: _____ |
| Principal Participant: _____ Major Participant: _____ |
| Other: _____ |
| Schedule and Budget |
| Contract Type (e.g., Engineering, Construction): _____ |
| Percent of Total Work Performed by the Firm: _____ |
| Initial Contract Value (US\$): _____ Final Value (US\$): _____ |
| Total value of Contractor-requested change orders (US\$): _____ |
| Reasons for exceeding the initial contract value: _____ |
| _____ |
| _____ |
| Contract Commencement Date: _____ Planned Completion Date: _____ |
| Actual Completion Date: _____ |
| Reasons for exceeding the planned completion date: _____ |
| _____ |
| _____ |
| Owner |
| Name of Client (Owner/Agency, Contractor, etc.): _____ |
| Address: _____ |
| _____ |
| Contact Name: _____ Telephone: _____ |
| Owner's Project or Contract No.: _____ Email: _____ |

Project Details

Project location and description of work for which the firm was responsible:

FORM E-2
SUBCONTRACTOR INFORMATION

(Do not list the Proposer for work that is to be self-performed)

Name of Proposer: _____

| Subcontractor Name | Address and Phone Number | Work Planned for the Project |
|--------------------|--------------------------|------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Notes: The Proposer is to attach a maximum of a one-page (1-page) summary of Subcontractor experience immediately following this Form E-2 for each Subcontractor listed, including subconsultants.

**FORM L-1
PROPOSER'S ORGANIZATION INFORMATION**

| Proposer (Individual Firm/Joint Venture [JV]/Partnership/Limited Liability Company [LLC]) |
|--|
| Name of Proposer: _____ |
| Address: _____ _____ |
| Contact Name: _____ Title: _____ |
| Telephone No.: _____ |
| E-mail: _____ |
| Local/Regional Contact |
| Name: _____ |
| Address: _____ _____ |
| Telephone No.: _____ |
| E-mail: _____ |

Nevada Department of Transportation

| Name(s) Of Proposer Entity(ies) | | | | |
|---------------------------------|-------------------|---------------------------|---------------------------|-------------------|
| Company Name | Address/Phone No. | State of Incorporation | Proposed Scope of Work | % Equity Share |
| Principal Participant(s) | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Major Participant(s) | | | | |
| | | | | |
| | | | | |
| | | | | |
| Other Firm(s) | | | | |
| | | | | |
| | | | | |
| | | | | |

FORM L-2
PRINCIPAL PARTICIPANT AND MAJOR PARTICIPANT CERTIFICATION

Complete for each Principal Participant and Major Participant. Note: If the term Affiliate involves a JVs, consortia, and partnerships as defined under item D for the term "Affiliate," the Proposer only needs to include information within the past ten (10) years. See Section 1.1 for the definition of Affiliate.

A) Within the last ten (10) years), has the firm or any Affiliate ever failed to complete any work it agreed to perform, or had a contract terminated because it was in default? If yes, describe.

B) Has the firm or any Affiliate or any officer thereof been indicted or convicted of bid or other contract-related crimes or violations or any felony or misdemeanor related to performance under a contract within the past ten (10) years? If yes, describe.

C) Has the firm or any Affiliate ever sought protection under any provision of any bankruptcy act? If yes, describe.

D) Has the firm or any Affiliate ever been disqualified, removed, debarred or suspended from performing work for the federal government or any state or local government? If yes, describe.

E) Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any Affiliate involved experienced repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten (10) years? If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

F) Has the firm or any Affiliate been found, adjudicated, or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, or any applicable Nevada governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten (10) years, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); or any applicable or similar Nevada law? If yes, please explain:

G) Has the firm or any Affiliate been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Nevada Office of Labor Commissioner, federal court, or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten (10) years governing prevailing wages (including, but not limited to, payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation? If yes, please explain:

H) Has the firm ever been found liable for breach of contract with respect to a previous project, other than a breach for legitimate cause? If yes, please explain:

Nevada Department of Transportation

- l) With respect to each of Questions 1-8 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-8 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity? If yes, please explain and provide the information requested as to such similar items set forth in Questions A-H above.

(Must be signed by an officer of the firm)

Firm: _____

By: _____

Title: _____

Name of Proposer: _____

**FORM O-1
PROPOSED KEY PERSONNEL INFORMATION**

Name of Proposer: _____

| Position | Key Personnel Name | Years of Experience | Education/ Registrations | Parent Firm Name | Reference Name, Phone No., and Email |
|------------------------------|--------------------|---------------------|--------------------------|------------------|--------------------------------------|
| Project Manager ^a | | | | | |
| | | | | | |
| Construction Manager | | | | | |
| Lead Engineer | | | | | |
| Quality Manager | | | | | |
| Safety Manager | | | | | |

^a Provide two (2) references for the Project Manager and one (1) reference for all other Key Personnel positions.

**FORM PP
PAST PERFORMANCE**

Name of Proposer: _____

Firm Name: _____

Instructions: The Proposer is to submit a separate Form PP for each Principal Participant and Major Participant to document the information requested for items A) through E) below. The Proposer is to attach additional sheets to Form PP as necessary.

For each instance of litigation, claim, dispute proceeding, arbitration, assessment of LDs, or termination for cause or default, the Proposer is to list the owner's name and the name of its current representative (and current telephone number and email) who can be contacted for additional information. With respect to the information solicited on this Form PP, failure to provide this information, submitting conditional or qualified submissions to requests or questions posed (e.g., "to our knowledge," "to the extent of available information," "such information is not readily available," or "such information is not maintained in the manner requested"), providing an incomplete or inaccurate submission, or submitting a non-responsive submission may, in the sole discretion of the Department, lead to a lower evaluation rating for this quality evaluation factor, result in a Deficiency that would cause the Department to declare the SOQ non-responsive or if applicable, lead to a determination that a Proposal does not "pass" the evaluation factor set forth in Section 3.3.1(F).

- A) Awards, citations, and/or commendations: The Proposer is to list its awards, citations, and/or commendations for performance relevant to this Project received by any Principal Participant and Major Participant within the past ten (10) years. The Proposer is to describe the work for which award(s), citation(s), and/or commendation(s) were received. Copies of award(s), citation(s), and/or commendation(s) may be included in Volume II, Appendix A, of the SOQ.
- B) Claims, dispute proceedings, litigation, and arbitration: The Proposer is to list all claims, dispute proceedings, litigation, and arbitration proceedings involving amounts in excess of \$100,000.00 and related to contract performance in which the Proposer, any Principal Participant, or any Major Participant have been involved during the past ten (10) years. The Proposer is to include all claims, dispute proceedings, litigation, and arbitration proceedings initiated by or against owners and federal, state, and local regulatory agencies. The Proposer is to indicate whether the claim, dispute proceeding, litigation, or arbitration proceeding was resolved against the participant(s) or its insurers/sureties or resulted in reduction in compensation to the participant. The Proposer is to indicate any unresolved, outstanding claims, dispute proceedings, litigation, and arbitration proceedings. For litigation proceedings, the Proposer is to indicate if the litigation was preceded by a Disputes Review Board or Dispute Review Team (DRT), mediation, or arbitration proceeding.

The Proposer shall list first for this section of Form PP **all** projects included from both Form DP and Form E-1 **before** listing any other project that would meet this criterion. In the event there is no information to disclose for a specific project listed from Form DP or Form E-1, the Proposer shall still include the project name, but would write "N/A" for every other section that requires input in that row.

- C) Liquidated damages or charges (LDs): The Proposer is to describe any contract that resulted in assessment of LDs exceeding \$100,000.00 in total against any Principal

Participant over the past ten (10) years. The Proposer is to describe the causes of the delays and the amounts assessed. The Proposer is also to detail any outstanding damage claims by or damages due and owing to any owner/agency.

The Proposer shall list first for this section of Form PP **all** projects included from both Form DP and Form E-1 **before** listing any other project that would meet this criterion. In the event there is no information to disclose for a specific project listed from Form DP or Form E-1, the Proposer shall still include the project name, but would write “N/A” for every other section that requires input in that row.

- D) Termination for cause or default: The Proposer is to describe the conditions surrounding any contract (or portion thereof) entered into by any Principal Participant or Major Participant over the past ten (10) years that has been terminated for cause or default, or which required completion by another party. The Proposer is to describe the reasons for termination and the amounts involved.

The Proposer shall list first for this section of Form PP **all** projects included from both Form DP and Form E-1 **before** listing any other project that would meet this criterion. In the event there is no information to disclose for a specific project listed from Form DP or Form E-1, the Proposer shall still include the project name, but would write “N/A” for every other section that requires input in that row.

- E) Disciplinary action: The Proposer is to indicate any disciplinary action taken against any Principal Participant or Major Participant within the past ten (10) years by any governmental agency or licensing board, including suspension from the right to propose or removal from any Proposer list.

The Proposer shall list first for this section of Form PP **all** projects included from both Form DP and Form E-1 **before** listing any other project that would meet this criterion. In the event there is no information to disclose for a specific project listed from Form DP or Form E-1, the Proposer shall still include the project name, but would write “N/A” for every other section that requires input in that row.

Awards, Citations, and/or Commendations

Name of Proposer: _____ Firm Name: _____

Instructions: The Proposer is to submit this section of Form PP for each Principal Participant and Major Participant. The Proposer is to attach additional sheets as necessary.

Were there any awards, citations, and/or commendations for the firm within the timeframe noted in the instructions? Yes _____ No _____

| Name of Award, etc. | Year Received | Project Name and Location | Work for which Award, etc. Received |
|---------------------|---------------|---------------------------|-------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Claims, Dispute Proceedings, Litigation, and Arbitration

Name of Proposer: _____ Firm Name: _____

Instructions: The Proposer is to submit this section of Form PP for each Principal Participant and Major Participant. The Proposer is to attach additional sheets as necessary.

Were there any claims, disputes proceedings, litigation, or arbitration on the firm's projects within the timeframe noted in the instructions (list the projects on Form DP and Form E-1 first)? Yes _____ No _____

| Project Name and Issue | Owner/ Agency Initiated Action | Resolution/Outcome | Indicate if Unresolved or Outstanding Action | Current Owner Contact Name, Phone No., and Email |
|------------------------|---|--------------------|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Liquidated Damages

Name of Proposer: _____ Firm Name: _____

Instructions: The Proposer is to submit this section of Form PP for each Principal Participant and Major Participant. The Proposer is to attach additional sheets as necessary.

Were there any liquidated damages on the firm's projects within the timeframe noted in the instructions (list the projects on Form DP and Form E-1 first)? Yes _____ No _____

| Project Name | Cause of Delay(s) | Amount Assessed | Describe Outstanding Damage Claims by Any Owner | Current Owner Contact Name, Phone No., and Email |
|--------------|-------------------|-----------------|---|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Termination for Cause or Default

Name of Proposer: _____ Firm Name: _____

Instructions: The Proposer is to submit this section of Form PP for each Principal Participant and Major Participant. The Proposer is to attach additional sheets as necessary.

Were there any terminations for cause or defaults on the firm's projects within the timeframe noted in the instructions (list the projects on Form DP and Form E-1 first)? Yes _____ No _____

| Project Name | Describe Reason for Termination | \$ Amount Involved | Current Owner Contact Name, Phone No., and Email |
|--------------|---------------------------------|--------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |

Disciplinary Action

Name of Proposer: _____ Firm Name: _____

Instructions: The Proposer is to submit this section of Form PP for each Principal Participant and Major Participant. The Proposer is to attach additional sheets as necessary.

Were there any disciplinary actions on the firm's projects within the timeframe noted in the instructions (list the projects on Form DP and Form E-1 first)? Yes _____ No _____

| Project Name | Describe Action Taken | Current Owner Contact Name, Phone No., and Email |
|--------------|-----------------------|--|
| | | |
| | | |
| | | |
| | | |

**FORM S
SAFETY QUESTIONNAIRE**

Name of Proposer: _____

Firm Name: _____

A) Provide the following information for the past five (5) years nationwide (if the latest year Experience Modification (E-Mod) (or NCCI) Rating is unavailable, please note "N/A"):

| Item | 2016 | 2018 | 2019 | 2020 | 2021 |
|--|------|------|------|------|------|
| Annual average number of employees ¹ | | | | | |
| Total employee hours worked (Do not include nonwork time, even though paid) ¹ | | | | | |
| Total number of non-fatal work-related injury and illness cases ¹ | | | | | |
| Number of cases involving days away from work ¹ | | | | | |
| Number of cases involving job transfer or restricted work activity only ¹ | | | | | |
| Insurance Experience Modification (E-Mod) (or NCCI) Rating | | | | | |
| OSHA reportable incidents | | | | | |
| OSHA citations | | | | | |

B) Provide the following information for all the projects listed on Form DP and Form E-1:

| Project Name | Total Hours Worked by All Employees on Project | # of Lost Workday Cases on Project | # of Restricted Workday Cases on Project | # of Cases with Medical Attention Only on Project | # of Fatalities on Project |
|--------------|--|------------------------------------|--|---|----------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

¹ As reported on either the firm's *Summary of Work-Related Injuries and Illnesses* (OSHA Form 300A) or all of the firm's *Logs of Work-Related Injuries and Illnesses* (OSHA Form 300) for the respective year.

**FORM T
RFQ COMMENT FORM**

Requestor's Name: _____

Address: _____

Telephone #: _____

E-mail Address: _____

Proposer Represented: _____

Comment Sheet _ of _ Sheets

| No. | Document and Section Number | Comment(s) | Reserved for Department Response |
|-----|-----------------------------|------------|----------------------------------|
| | Document: | | |
| | Section and Pg. #: | | |
| | Document: | | |
| | Section and Pg. #: | | |
| | Document: | | |
| | Section and Pg. #: | | |