

**STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION**

# **REQUEST FOR QUALIFICATIONS**

## **432-16-110**

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

# **GARNET DESIGN-BUILD PROJECT**

**Clark County**

**Due: August 11, 2016  
No later than 3:00 P.M., PT**



**Rudy Malfabon, P.E., 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 (RFQ) to prospective Design-Build teams (the “Proposers”) interested in submitting a Statement of Qualifications (“SOQ”) for the design and construction of the Garnet 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”).

The Project’s purpose is to:

- A) Improve the safety and capacity of the I-15/US 93 Interchange (Garnet Interchange) as a key link to Nevada’s US 93 north-south freight corridor, and accommodate economic development in the area immediately surrounding the interchange;
- B) Provide additional traffic capacity on US 93 for the five-mile-long segment adjoining the Garnet Interchange to the northwest; and
- C) Provide effective access to developing properties along US 93 that does not impede the free movement of traffic through the corridor.

SOQs will only be accepted from Proposers 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. Proposers must be aware that under State of Nevada (“State”) law, the prime contractor of the Design-Build team must use its own workforce to construct at least fifteen percent (15%) of the Project pursuant to Nevada Revised Statutes (“NRS”) Section 408.3886(8)(b). 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 (“RFP”).

The National Environmental Policy Act (NEPA) process is being performed for the Project, and the anticipated completion of the process will occur in spring 2017. The Department will obtain the necessary approvals for environmental clearance.

## 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
FHWA	Federal Highway Administration
FONSI	Finding of No Significant Impact

I-	Interstate
IA	Independent Assurance
ISO	International Organization for Standardization
ITP	Instructions to Proposers
JV	Joint Venture
LD	Liquidated Damages
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 an 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 also details the terms and conditions under which an 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 ventures, consortia, or partners not involving the Proposer or any Principal Participant) and other financially liable or responsible parties that i) within the past five (5) 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 4.4.2.3.

**“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 and other documents that will be identified in the RFP.

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

**“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 Designated 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 and has been certified by the Nevada Unified Certification Program.

**“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, Environmental Compliance 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, 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 \$7 million (excluding subcontracts with suppliers), and v) each subconsultant responsible for performing more than fifteen percent (15%) of the design.

**"Person"** means any individual, firm, corporation, company, limited liability company (LLC), 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 Garnet Design-Build Project is the "Project."

**"Proposal"** means the offer of the Proposer for the Work, when executed and submitted in response to an RFP in the format prescribed by the RFP.

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



**“Proposer’s Designated 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 IA, the Department’s review and comment, documentation of QA activities, final inspection, and final acceptance.

**“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 quality of management, 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 final acceptance 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 safety, mobility and access for this segment of the US 93 transportation corridor and adjacent developing property;
- B) Minimize disruption to the traveling public, local stakeholders, freight movement, and property access during construction utilizing an aggressive schedule;
- C) Provide a safe project for workers and the traveling public; and
- D) Provide a high-quality, aesthetically-pleasing, durable, and maintainable facility.

### **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 (e.g., the Department will conduct QA oversight and audit of i) the Design-Builder's Acceptance Sampling and Testing process and ii) the IA's Inspection, Sampling, and Testing process, including Verification Testing.);
- 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 information 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 not provided by the Department;
- K) Drainage and erosion control;
- L) Construction waste disposal and handling;
- M) Required clearances, licenses, construction easements, 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, relocation of drainage, work sites, and temporary works;
- O) Location, acquisition, permits, and transportation of materials;
- P) Coordination and relocation of utilities and municipal drainage facilities (when required);
- Q) Coordination of the Project design with the utility companies to avoid conflicts to the maximum extent possible and to provide required clearances to existing power transmission facilities not designated for relocation;
- R) Site clearance;
- S) Maintenance of the Project during the Contract period;
- T) Meeting or exceeding the defined DBE participation goal; and
- U) 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.

## **1.5 PROJECT DESCRIPTION**

Subject to the environmental process as described below, the Project is anticipated to provide improvements to the I-15/US 93 Interchange (Garnet Interchange) and improvements to US 93 for the five-mile-long segment adjoining Garnet Interchange to the northwest, consistent with the Department's current design standards and the Department's project traffic forecast for year 2035.

The Project is anticipated to consist of the following elements:

- Reconstruction of the I-15/US 93 Interchange (Garnet Interchange), including but not limited to:
  - reconstruction of the on- and off- ramps to provide adequate acceleration, deceleration and storage length for turning traffic;
  - replacement of the existing I-15 bridges to provide adequate span length to accommodate crossing roadways, vertical clearance, and adequate width for future widening of I-15 to three lanes in each direction;
- Modification to the US 93/SR 604 intersection to provide access and satisfactory traffic operation in conjunction with the adjacent I-15/US 93 interchange;

- Widening of US 93 from 2 lanes to 4 lanes, with future widening to 6 lanes from MP 52 (Garnet Interchange) to approximately MP 57 (5 miles to the northwest), including widening of shoulders and pavement rehabilitation of the existing pavement;
- Intersection improvements at US 93/Apex Great Basin Way, including coordination of design efforts with the City of North Las Vegas on the future relocation of SR 604;
- Construction of an interchange at the US 93/Grand Valley Parkway intersection to accommodate high volume turning traffic without introducing traffic signals on US 93;
- Intersection improvements at US 93/Apex Power Parkway; and
- Construction of a two-way frontage road to provide future access to/from adjacent property within the Apex Industrial Park to the US 93 without introducing additional intersections on US 93.

The Project elements are anticipated to include, but are not limited to, turning lanes, auxiliary lanes, pavements, retaining walls and other structures, drainage systems, signs and pavement markings, traffic signals, ITS, lighting, safety devices, landscaping and aesthetic treatment, bicycle lanes, and other elements providing for the overall functionality of the roadway system.

It is important to note that, at this time, the proposed Project remains in the environmental process. Final environmental approvals and related requirements have not yet been secured. Additional alternatives, including a no-build alternative, are being considered in the environmental process, and it is possible that the Project scope may need to be modified to comply with the environmental process, or that a no-build alternative may be adopted. Nothing contained in this RFQ, including any description of the Project, is intended to modify, limit, or otherwise constrain the environmental process or commit the Department or any other entity to undertake any action with respect to the Project, including any procurement for the final design and construction of the Project.

## **1.6 PROJECT SCHEDULE**

The anticipated time of Contract award is the second quarter of 2017. The actual completion date will be determined by the Design-Builder and submitted as part of its Proposal, and approved by the Department. 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 summarizes the status of certain activities currently being performed by the Department in anticipation of this procurement:

- A) Survey: Control surveys and design level photogrammetry will be provided in electronic format in the RFP.

- B) Preliminary Engineering: Preliminary horizontal alignments and roadway profiles are being developed. Electronic files of the preliminary design alignments will be provided in the RFP.
- C) Environmental: The Department is completing environmental documentation for the Project as described in Section 1.0 and Section 1.5.
- D) Geotechnical: A preliminary subsurface investigation program is being performed in conjunction with the Department's preliminary engineering efforts. The data results will be provided in the RFP.
- E) Utilities: A survey to determine approximate locations of existing utilities and potential utility conflicts are being identified. The results will be provided in the RFP.
- F) Right-of-Way: It is the Department's intent that all improvements be constructed within existing public rights-of-way. Anticipated 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.

#### **1.8 CONTRACT TYPE**

The Contract will be a fixed price, lump sum, 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 five percent (5%) retention to a maximum retention of \$50,000.00. The final retention amount will be paid upon final acceptance of the Project. The form of retention will be specified in the RFP.

The Contract may provide incentives and 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 of Nevada 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") 9001 standards.

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.

The Department may establish and maintain its own QA and/or an independent QA organization to oversee and/or 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.

### **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 RFP process and in the RFP. Contact includes face-to-face,

telephone, facsimile, electronic-mail (e-mail), or formal 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 Designated Representatives. The Department's Designated Representative is Doug Benamati 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:
  - 1) Any member of the Department, including members of the Department of Transportation Board of Directors; and
  - 2) Any Department staff, advisors, contractors, or consultants involved with the procurement (including those referenced in this Section 1.13 and 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 shall 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:
  - 1) The Nevada Highway Patrol;
  - 2) U.S. Department of Transportation (USDOT) Secretary's Office;
  - 3) USDOT Innovative Program Office;



- 4) The Federal Highway Administration (FHWA);
- 5) Clark County;
- 6) The City of North Las Vegas;
- 7) Faraday Future;
- 8) The Moapa Band of Paiute Indians;
- 9) Environmental, regulatory, and permitting agencies; and
- 10) Utility companies.

Information requests concerning these entities shall be sent to the Department's Designated 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 Designated 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. All such requests must be submitted in writing electronically to [agreeservices@dot.state.nv.us](mailto:agreeservices@dot.state.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 3:00 p.m., local time, on the date specified in Section 2.2 will be addressed.

Questions will not be accepted via any other formats except as noted above. Questions must include the requestor's name, address, telephone number, e-mail address, fax number, and the Proposer he/she represents.

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 August 26, 2016) because the Department shall 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, but not limited to:

- A) WSP | Parsons Brinckerhoff;
- B) Kleinfelder;

- C) Jacobs Engineering Group;
- D) NOSSAMAN LLP; and
- E) 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 SECTION NOT USED**

### **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:
  - 1) Participation by any of the following Persons on more than one (1) Proposer team: a Principal Participant or Major Participant; or
  - 2) Participation of an Affiliate of any Person identified above in Section 1.20.B.1 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 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 \$170,000. 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 in the RFP.

### **1.22 BIDDER'S PREFERENCE**

The Project does include federal-aid funding. Therefore, the bidder's preference set forth in 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, 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 shall 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. All DBEs must be certified by the Nevada Unified Certification program in order to count towards the participation goal. 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 5.4% 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, creed, color, sex, national origin, age, disability, or marital status. Proposers shall take affirmative action to ensure that all applicants are treated fairly during employment without regard to their race, creed, color, sex, national origin, age, disability, or marital status. Such action shall include, but not be limited to, 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 23 CFR Part 636, NRS 408.3875 through NRS 408.3887, 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 online data room that will include information necessary for submitting Proposals. The address and procedures for the data room will be provided to the Short-Listed Proposers coincident with the announcement of the Short-Listed Proposers. This date may be changed at the sole discretion of the Department.

#### **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 of approximately \$70 million to \$90 million, which includes an anticipated design cost between \$4 million and \$6 million and an anticipated construction cost between \$65 million and \$85 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	July 11, 2016
Final date for receipt of Proposer's questions	July 22, 2016
Issue date for final Addendum and/or answers to Proposer's questions (RFQ)	July 29, 2016
SOQ due date	August 11, 2016
Short-list announced	August 2016
Issue draft RFP	September 2016
Issue final RFP	November 2016
Proposal due date	February 2017
Selection of best value Proposer	March 2017
Award	April 2017
Anticipated design start	May 29, 2017
Anticipated design end	May 25, 2018
Anticipated construction start	August 28, 2017
Anticipated construction end	August 30, 2019

### **3.0 EVALUATION PROCESS FOR THE STATEMENT OF QUALIFICATIONS (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 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 determination, 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 determination, 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 an 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
<p><b>Experience and Past Performance of the Proposer Firms (Volume II: Section 3 of the SOQ):</b> 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 size and complexity 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 having a history of legal, financial, safety, quality, and timeliness problems that could adversely impact the Project.</p>	50%
<p><b>Design-Build Plan and Organization (Volume II: Section 1 of the SOQ):</b> The objective of this evaluation factor is to identify Proposers that demonstrate a general understanding and plan to managing 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.</p>	20%
<p><b>Qualifications of Key Personnel (Volume II: Section 2 of the SOQ):</b> The objective of this evaluation factor is to identify Key Personnel that have availability, demonstrate teamwork, and exhibit relevant experience in managing, designing, and/or constructing projects of similar size and complexity to that of the Project.</p>	20%

**Quality Evaluation Criteria and Weighting**

Criteria	Weighting
<b>Safety (Volume II: Section 4 of the SOQ):</b> 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.	10%

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 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 and is conflicting and/or unproductive. 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 shall 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.

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 101A  
Carson City, NV 89712  
Phone (775) 888-7070  
[agreeservices@dot.state.nv.us](mailto:agreeservices@dot.state.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.

### **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. Parties participating in the RFQ step of this procurement shall be deemed to have accepted this condition and the other requirements of this RFQ.

Subject to applicable State law, contents of the SOQs, less proprietary information, to the extent protected under applicable State law, will become public information upon execution of the Contract.

## **4.0 STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL REQUIREMENTS**

### **4.1 DATE AND TIME OF RECEIPT**

All SOQs must be received no later than 3:00 p.m., local time, on the SOQ due date specified in [Section 2.2](#). The SOQs must be clearly identified and marked “Confidential” and be enclosed in sealed containers. Late submittals will not be considered and will be returned unopened to the address indicated on the cover of the package.

### **4.2 SUBMITTAL ADDRESS**

SOQs shall be delivered to the following address:

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

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 and place specified herein, and the Department shall have no liability or responsibility therefore.

### **4.3 PAGE LIMIT, FORMAT, AND QUANTITIES**

The Proposer’s SOQ shall be packaged into two (2) separate volumes. Volume I is to include the cover letter and Volume I’s Section 1, Section 2, and all applicable appendices. Volume II is to include Volume II’s Section 1 through Section 4 and all applicable appendices. Both volumes of the SOQ shall include clearly marked dividers 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 an SOQ.)

The Proposer shall provide one (1) original and one (1) copy of Volume I and one (1) original and five (5) copies of Volume II of the SOQ. The signed original copy shall be identified as the original on the covers and marked as “SOQ Volume I No. 1 of 2” and “SOQ Volume II No. 1 of 6,” respectively. Each copy of the SOQ shall be identified on the cover(s) as “SOQ Volume # No. # of #”. All documents must be organized to correspond with the outline presented in [Appendix A](#). The original and all copies shall be provided in loose-leaf binders. Bound copies will not be accepted.

In addition to the binders described above, the Proposer shall submit one (1) flash drive containing one (1) typewritten, legible submittal of Volume I and Volume II of the SOQ as detailed above in Portable Document Format (PDF).

#### 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 SOQ are contained in Appendix B. Any material modification to the forms may result in an 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, but not limited to, SOQs, Proposals, and the final Proposer ranking and approval of the Proposer form, will remain confidential until the Contract has been executed by all necessary officials of Design-Builder and the State.

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 identifying each section and page that has been so marked;
- B) Include a statement with its SOQ justifying the 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 an 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 execution of 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 Designated Representative and the street address, e-mail address, and telephone and fax numbers where questions to the Proposer can be directed. The Proposer's Designated 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 five-year (5-year) period immediately preceding this procurement.

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 Designated 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:
  - 1) 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;
  - 2) Description of how the JV, LLC, or partnership will operate administratively and technically; and
  - 3) 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 a surety or insurance company 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 surety or insurance company submitting such letter must be rated AA-/Aa3 by two nationally recognized rating agencies or at least A-:VII by A.M. Best and Company, be listed on Treasury Department Circular 570, and be on the list of companies approved by the State.
- D) 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)**

<b>Proposal Bond/Security</b>	<b>Payment Bond/Security</b>	<b>Performance Bond/Security</b>
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 issues and risks facing a Design-Builder and/or the Department,
  - 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 Key Personnel responsible for major functions to be performed in managing, administrating, designing, constructing, and providing construction QC, and environmental compliance 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 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 the 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:
- 1) Proposed role of each Key Personnel on the Project and his/her experience in the area of responsibility;
  - 2) History of employment with the Major Participant (if any);
  - 3) Experience in the management, design, and/or construction of projects similar in size and complexity to the Project, notably any Design-Build or other alternative delivery project experience; and
  - 4) 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 highway infrastructure projects of similar size and complexity to the Project.
- B) The Construction Manager shall have a minimum of ten (10) years of experience managing highway infrastructure projects of similar size and complexity to the Project.
- C) The Lead Engineer shall be a Nevada Registered Civil Professional Engineer or be one prior to submitting a Proposal in response to the RFP, with a minimum of ten (10) years of experience managing the design of highway infrastructure projects of similar size and complexity to the Project.
- D) The Quality Manager shall have experience in a similar role on a highway project of similar size and complexity to the Project and shall have successfully completed

an ISO 9001 Lead Auditor Course and possess an ISO 9001 Lead Auditor certification prior to submitting a Proposal in response to the RFP.

- E) The Environmental Compliance Manager shall have experience in a similar role on a highway project of similar size and complexity to the Project.
- F) The Safety Manager shall have significant demonstrated experience in a work zone safety technician or supervisor capacity on highway construction projects of similar size and complexity 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) Provide a maximum five-page (5-page) narrative describing how the Proposer will use its knowledge of the codes, standards, and development processes used by the Department, local jurisdictions, and other critical stakeholders to effectively manage all aspects of the Contract in a quality, timely, and effective manner.
- B) Submit Form DP (Appendix B), Department Project Description. The Proposer is to provide a project description for **every** project 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 no more than ten (10) project descriptions highlighting experience in the last ten (10) years for projects similar in size and complexity to the Project. The Proposer is to include a minimum of two (2) project descriptions for each Principal Participant and Major Participant.
- 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.

#### **4.4.2.5 Section Not Used**

## **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 an SOQ is responsive to the requirements of the RFQ or as to whether an SOQ passes the pass/fail criteria set forth in this RFQ; and
- C) Short-listing determinations.

### **5.2 REQUIRED EARLY COMMUNICATION FOR CERTAIN PROTESTS**

Protests concerning the issues described in Section 5.1 may be filed only after the Proposer has informally discussed the nature and basis of the protest with the Department, following the procedures prescribed in this Section 5.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the address specified in Section 3.4. The written request shall include an agenda for the proposed one-on-one meeting. The Department will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, the Department may, in its sole discretion, make appropriate revisions to the RFQ documents by issuing an Addendum.

### **5.3 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.

### **5.4 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.

## **5.5 FILING OF PROTEST**

Protests shall be filed by hand delivery on or before the applicable deadline to the Department's Designated 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. 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 Designated Representative.

## **5.6 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 shall promptly forward copies of all such statements to the protestor. Any statements shall be sworn and submitted under penalty of perjury.

## **5.7 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.

## **5.8 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.

## **5.9 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.

## **5.10 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 an 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, 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 prior to the execution by the Department of the Contract, without incurring any cost obligations or liabilities, except as otherwise provided in Section 6.2 of the RFQ.
- 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.
- L) Suspend and terminate Contract negotiations at any time, elect not to commence Contract negotiations with any responding Proposer, and engage in negotiations with other than the highest ranked Proposer.
- M) Issue Addenda, supplements, and modifications to this RFQ.

- N) 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.
- O) 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.
- P) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
- Q) Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- R) Negotiate with a Proposer without being bound by any provision in its Proposal.
- S) Waive nonconformities, irregularities, and apparent clerical mistakes in an SOQ, accept and review a non-conforming SOQ, or permit Clarifications or supplements to an 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 an 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 an 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 into two (2) separate volumes as follows. Both volumes of the SOQ shall include clearly marked dividers 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 sections in both volumes and appendices shall consist of loose-leaf pages. The cover letter shall be the first page of the Volume I binder with Section 1, Section 2, and Appendix A of Volume I immediately following the cover letter in one (1) three-ring (3-ring) binder. Section 1 through Section 4 and Appendix A of Volume II shall be placed together in a separate three-ring (3-ring) binder from Volume I.
- C) Text shall be Arial font that is a minimum of eleven (11) points in height. All pages shall be single-spaced. Pages shall be 8.5-inch by 11-inch, except those items specifically indicated in the RFQ text as being another size, white paper with simple lettered/numbered dividers for each section/subsection. The dividers shall not include any text except the simple lettering/numbering for each section/subsection. Section dividers without information shall not count towards any page limitation. Single-sided pages shall be used. 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.

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- E) The information shall be easily reproducible by normal black and white photocopying machines.
- F) SOQs will become the property of the Department. Copies of each SOQ will be retained after the RFQ step for the Project files and will become part of the public record.

SOQ Section No.	Section Title and Required Information	RFQ Reference
Volume I: N/A	Cover Letter, including the <u>Acknowledgement of Receipt</u> form	4.4.1.1
Volume I: Section 1: Legal	The Proposer is required to submit: <ul style="list-style-type: none"> <li>• <u>Form L-1</u></li> <li>• <u>Form L-2</u></li> <li>• If a joint venture (JV), limited liability company (LLC), or partnership, include the:               <ul style="list-style-type: none"> <li>▪ Percent equity share of each Principal Participant and</li> <li>▪ Express statement of joint and several liability.</li> </ul> </li> </ul>	4.4.1.2
Volume I: Section 2: Financial	The Proposer is required to submit: <ul style="list-style-type: none"> <li>• Surety letter(s)</li> </ul>	4.4.1.3
Volume I: Appendix A: Legal Documents	<ul style="list-style-type: none"> <li>• Power(s) of attorney</li> <li>• If a JV, LLC, or partnership, include:               <ul style="list-style-type: none"> <li>▪ Details of the organizational structure and supporting organization/formation documents if the Proposer has already been legally constituted; or</li> <li>▪ A brief description of the proposed legal structure and draft copies of the underlying documents if the Proposer has not been legally formed.</li> </ul> </li> </ul>	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"> <li>• A maximum five-page (5-page) narrative described in <u>Section 4.4.2.1</u> of this RFQ</li> <li>• An organizational chart</li> </ul>	4.4.2.1
Volume II: Section 2: Qualifications of Key Personnel	The Proposer is required to submit: <ul style="list-style-type: none"> <li>• <u>Form O-1</u></li> <li>• Key Personnel work commitment chart</li> <li>• Key Personnel project experience chart</li> <li>• Resumes for each Key Personnel (maximum one-page (1) resume for each Key Personnel)</li> </ul>	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"> <li>• A maximum five-page (5-page) narrative described in <u>Section 4.4.2.3</u> of this RFQ</li> <li>• <u>Form DP</u></li> <li>• <u>Form E-1</u> (for a maximum of ten (10) projects)</li> <li>• <u>Form E-2</u> and one-page (1) maximum experience summaries</li> <li>• <u>Form PP</u></li> </ul>	4.4.2.3

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<b>SOQ Section No.</b>	<b>Section Title and Required Information</b>	<b>RFQ Reference</b>
Volume II: Section 4: Safety	The Proposer is required to submit: <ul style="list-style-type: none"><li>• A maximum one-page (1-page) narrative described in <u>Section 4.4.2.4</u> of this RFQ</li><li>• <u>Form S</u></li></ul>	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**  
**RFQ FORMS**

**TABLE OF CONTENTS**

	Acknowledgement of Receipt
<u>Form DP</u>	Department Project Description
<u>Form E-1</u>	Past Project Description
<u>Form E-2</u>	Subcontractor Information
<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

**ACKNOWLEDGMENT OF RECEIPT OF  
REQUEST FOR QUALIFICATIONS, ADDENDA,  
AND RESPONSES TO QUESTIONS**  
(To be attached to Statement of Qualifications Cover Letter)

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(Name of Proposer)

We hereby acknowledge receipt of the Garnet Design-Build Project RFQ dated July 11, 2016, 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

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Response to Questions No.

Date Issued

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(Signed)

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(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 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.

Name of Proposer: \_\_\_\_\_

Name of Firm: _____
Department Project Name: _____
Project Role: _____
Principal Participant: _____ Major Participant: _____
Other: _____
<b>Schedule and Budget</b>
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: _____
_____
_____
<b>Department Information</b>
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**

Name of Proposer: \_\_\_\_\_

Name of Firm: _____
Project Name: _____
Project Role: _____
Principal Participant: _____ Major Participant: _____
Other: _____
<b>Schedule and Budget</b>
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: _____
_____
_____
<b>Owner</b>
Name of Client (Owner/Agency, Contractor, etc.): _____
Address: _____
_____
Contact Name: _____ Telephone: _____
Owner's Project or Contract No.: _____ Fax No: _____

**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:**

- 1) 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**

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

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Name(s) Of Proposer Entity(ies)				
Company Name	Address/Phone and Fax 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.

1. 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.

2. 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 five (5) years? If yes, describe.



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

4. 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.

5. 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.

6. 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:

7. 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:

8. 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:

9. 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 1-8 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 and Fax numbers
Project Manager <sup>a</sup>					
Construction Manager					
Lead Engineer					
Quality Manager					
Environmental Compliance Manager					
Safety Manager					

<sup>a</sup> 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 and fax numbers) 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 last 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 (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 on the firm's projects over the last ten (10) years? 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 over the last ten (10) years (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, and Fax Nos.

**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 over the last ten (10) years (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, and Fax Nos.

**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 over the last ten (10) years (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, and Fax Nos.

**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 over the last ten (10) years (list the projects on Form DP and Form E-1 first)?

Yes \_\_\_\_\_ No \_\_\_\_\_

Project Name	Describe Action Taken	Current Owner Contact Name, Phone, and Fax Nos.

**FORM S**  
**SAFETY QUESTIONNAIRE**

Name of Proposer: \_\_\_\_\_

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

1. Provide the following information for the past five (5) years nationwide (if the 2015 Experience Modification (E-Mod) (or NCCI) Rating is unavailable, please note "N/A"):

Item	2011	2012	2013	2014	2015
Employee days worked (workdays) (Do not include nonwork time, even though paid)					
Lost workday cases (as a percentage of workdays)					
Restricted workday cases (as a percentage of workdays)					
Insurance Experience Modification (E-Mod) (or NCCI) Rating					
OSHA reportable incidents					
OSHA citations					

2. Provide the following information for all completed projects during the last five (5) years by the firm (include all the projects listed on Form E-1 first followed by other projects completed within the last five (5) years on the table):

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