

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSAL

RFP No. 309-12-015

Project Specifications and Instructions
for Submitting a Proposal to Furnish

I-80 Carlin Tunnels

in

Elko County, NV



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

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Section 1. Introduction and General Information

1.1 CMAR Introduction

Construction Manager at Risk (CMAR) is a contracting method that involves a general contractor acting as a construction manager in the pre-construction design and construction phases of a project. Only those contractors who have, first, submitted a qualifications package to the Nevada Department of Transportation (the Department) and been approved pursuant to Nevada Revised Statutes (NRS) 408.333 may submit a Proposal for a CMAR project. No Proposal will be accepted from any Proposer who has not met the requirements of NRS 408.333.

The intent of the CMAR project delivery method is to form a coordinated team with the Department as the owner, the Design Service Provider working for the Department, and a construction manager working for the Department to deliver the project using the CMAR project delivery method. The goal of this coordination and delivery model is to minimize risk, improve construction schedule, and incorporate innovations to meet or exceed project goals. An important role of the construction manager is to help acquire the information required to reduce risk in all phases of a project utilizing innovative approaches to meet project goals. The Department anticipates that the involvement of a construction manager will help reduce omissions in design, improve constructability, and meet the stated project goals.

The CMAR project delivery method relies on the construction expertise of the selected Construction Manager and its team members to deliver a better product in less time and at a lower cost than traditional design-bid-build construction processes. The Construction Manager shall work with and become a part of the Project Team, which also consists of the Department's Program and Project Managers, the Department's Design Service Provider(s), the Independent Cost Estimator (ICE), and the Department's Construction Engineering Service Provider(s). In addition, the Construction Manager shall work with other key stakeholders and/or third parties. The Project Team relies on the selected Construction Manager for the following expertise during the pre-construction phase:

- A. The skills and knowledge to estimate the quantities of materials, labor, and equipment needed for construction of a project;
- B. The skills and knowledge to determine the tasks (work breakdown structure) needed to complete a project and estimate the costs, duration, and sequence of those tasks;
- C. An understanding of the availability, cost, and capacities of materials, labor, and equipment;
- D. The skills and knowledge to identify and communicate potential risks (including financial risks) and methods to mitigate such risks;
- E. The ability to advise the Department, from the point of view of a constructor regarding constructability, phasing, and other pertinent input; and
- F. The skills to provide the Department with a preliminary estimating model to be used for estimating project costs. The accepted estimating model will serve as a basis for all Opinion of Probable Construction Cost (OPCC) estimates for the project at certain milestones and the development of a bid as a cost of the work, plus a fee, with a guaranteed maximum price (GMP) (Construction GMP bid) or as a fixed price. A GMP is the guarantee of the prices submitted by the Construction Manager in its Construction GMP bid. A fixed price contract includes all costs related to labor, equipment, overhead, and profit.

During the design process, the Construction Manager, in general, shall work with the Project Team to accomplish the following items, which is further described in [Appendix A](#):

- Identify, quantify, document, and implement risk avoidance, reduction, and mitigation strategies and maintain the risk register for the applicable project;
- Continually update, at regular intervals, the project cost estimates and construction schedule;
- Develop cost estimates at various design milestones and provide open-book examination of the Construction Manager's production-based cost model so that assumptions, contingency, risk, and approach to the estimate are fully understood by the Project Team;
- Participate in formal reviews of the design at designated design milestones for each phase of the construction package;
- Continually provide informal input on constructability, value engineering, and project costs as requested;
- Prepare and submit GMP or fixed price proposals to the Department with appropriate backup documentation (on an open-book basis) for all construction; and
- Develop, propose, and track innovations for project delivery.

If (i) the Department accepts the Construction Manager's Construction GMP bid or fixed price bid, (ii) the Department and the Construction Manager successfully negotiate the other terms and conditions of a construction contract, and (iii) the Construction Manager is awarded a construction contract following satisfactory and successful completion of pre-construction phase services, then the Construction Manager's role shall be to construct the project within the Construction GMP or the fixed price. If (i) the Department does not accept the Construction Manager's Construction GMP bid or fixed price bid, (ii) the Department and the Construction Manager fail to successfully negotiate the other terms and conditions of the construction contract, and/or (iii) the Construction Manager has not satisfactorily completed the pre-construction phase services, the Department retains the option to take such other actions with respect to the project as it deems necessary, including the right to cancel the project, reduce or modify the project scope, or deliver the project by other means.

Early construction work, which may include early procurement of long-lead items, may be considered by the Department to complete early construction tasks that can be completed and turned over to another contractor should negotiations for final construction cease. Early utility or construction work may be considered by the Department with the understanding that performing work for early phases of a project is not a guarantee of award of the final construction phase of a project. Early phases of a project must be independent and severable with a well-defined end point. Construction will not begin until a Construction GMP bid or fixed price bid has been accepted and a contract is successfully negotiated and awarded.

The Scope of Services that is identified in this Request for Proposal (RFP) is not guaranteed to be the same Scope of Services that will be awarded at the time of the Construction GMP bid or fixed price bid. As the Department works with the Construction Manager and other members of the Project Team through the design processes, changes may be brought about that affect the overall scope of a project. The Department reserves the right to adjust the scope elements as needed throughout the design process.

1.2 Overview of this RFP for CMAR Selection

This Request for Proposal (RFP) is a single-step procurement that includes the submission of a Proposal, a shortlisting of firms by an Evaluation Panel based on the scoring of the Proposal, the ranking of firms based on the separate scoring of an interview, and negotiations preceding entering into a preconstruction services agreement. The Department is soliciting written Proposals from qualified general contractors to provide CMAR services for the following project (the "Project") as described in [Section 1.3](#) and [Appendix A](#).

General contractors interested in submitting a Proposal to the Department are requested to submit one (1) Proposal that addresses the pre-construction CMAR services and the potential construction of the Project if the Department accepts any of the Construction Manager's Construction GMP bids or fixed price bids and successfully negotiates the terms and conditions of a Construction Contract with the Construction Manager. Selection of a general contractor to serve as the Construction Manager for the pre-construction phase will be on a qualifications basis in accordance with the evaluation criteria set forth in Section 4 of this RFP. The Department envisions that the Construction Manager and any of its team members shall be general contractors and not engineering firms.

1.3 Project Description and General Schedule

The Nevada Department of Transportation (Department) proposes to extend the service life of Interstate 80 (I-80) in Elko County from milepost EL-7.5 to milepost EL-9.33. The Project is located approximately seven (7) miles east of Carlin, Nevada. This section of I-80 carries eastbound and westbound traffic through a local canyon and over the Humboldt River. To address existing roadway deficiencies, the Project includes, but is not limited to, the following elements, which are further described below:

- Reconstructing and rehabilitating roadway pavement;
- Rehabilitating and seismically retrofitting Carlin Canyon Bridge #1, #2, #3, and #4; and
- Repairing and upgrading the Carlin Tunnels (Tunnels), including improvements to the existing lighting in the Tunnels.

The Project is currently at the thirty percent (30%) design stage, and it is anticipated that the design is to be finalized once a Construction Manager has been selected through the CMAR process.

The Project will require a National Environmental Policy Act (NEPA) approval by the Federal Highway Administration (FHWA). The Department is presently working with FHWA on obtaining this approval prior to the completion of final design and request for a Construction GMP bid or fixed price bid from the Construction Manager. Release of the RFP does not obligate the FHWA to approve NEPA for this Project. Failure to obtain FHWA NEPA approval may result in delay or cancellation of the Department's construction of this Project.

It is anticipated that the Project will require Nevada Department of Environmental Protection (NDEP) Section 401 and United States Army Corps of Engineers Section 404 permits because the Humboldt River is a part of the waters of the United States (WOUS) and the seismic retrofit element of the Project could potentially require work within the Humboldt River.

It is anticipated that the pre-construction phase would begin November 2012 and end on or before April 1, 2013, predicated upon reaching an acceptable Construction GMP. It is also anticipated that the construction phase would begin on or before May 1, 2013, and end no later than October 15, 2014.

Additional information regarding this Project is included in the following documents:

- Draft Carlin Tunnels Pavement Cores Report,
- Draft Carlin Tunnels Slope Stability Report,
- Draft Carlin Rehab Tunnel Report,
- Draft Geophysical Testing Report,
- Draft Seismic Retrofit reports,
- Carlin Tunnels Drainage Investigation videos,
- Project Photographs,

- As-built drawings, and
- Preliminary construction plans.

Copies of these documents may be obtained from Administrative Services section on the Department's external website at: <ftp://ftp.dot.state.nv.us/Public/RFP%20%23309-12-015%20I-80%20Carlin%20Tunnels/>

1.4 Project Funding

The sources of funding for the Project are the FHWA and the State.

1.5 Estimated Construction Cost

The estimated cost is the total Project budget allocated for the construction of the Project. This includes the actual cost of construction, mobilization, force accounts, and all costs that are associated with the construction of all elements of the work designed or specified by the Design Service Providers. The estimated construction cost is not a guaranteed amount for the Construction GMP, fixed price, or final construction pricing, and it is the Department's goal and intent that the Construction GMP or fixed price bid is less than the estimated construction cost.

The estimated construction cost for this Project falls within the following range: R33 as defined at the following website:

http://www.nevadadot.com/Doing_Business/Contractors/Contract_Estimated_Value_Ranges.aspx

1.6 Department Primary Point of Contact

The Department's Primary Point of Contact (Department's Contact) and procurement administrator for this Project are:

Mrs. Marty L. Elzy
Nevada Department of Transportation
Administrative Services
1263 South Stewart Street, Room 101
Carson City, Nevada 89712
775-888-7070
agreeservices@dot.state.nv.us

1.7 Project Definitions

Except as expressly defined in Appendix E, all capitalized terms used in this RFP shall have the meanings set forth in Section 101 of the Nevada Department of Transportation Standard Specifications for Road and Bridge Construction, 2001 Edition.

1.8 Required Percentage of Work

The Construction Manager identified in the Proposal shall perform one hundred percent (100%) of the work provided under the Pre-Construction Services Agreement, excluding specialty work items, including but not limited to, subsurface utility engineering, geotechnical investigations, survey, public-relations and/or early acquisition of materials as determined at the sole discretion of the Department.

The Construction Manager identified in the Proposal shall perform a minimum of fifty-one percent (51%) of the total work provided under any Construction Contract, as determined on a dollar value basis.

1.9 Change of Key Personnel

Listed personnel of the Proposal, which are defined as Key Personnel in Section 4.3, constitute an agreement by the Proposer to make those personnel available at whatever level the Project requires, as determined by the Department, in its sole discretion. Modifications to the Proposer's Team or Key Personnel and other personnel listed in the Proposal are discouraged and shall be subject to the prior written approval of the Department, in its sole discretion. The Department will not approve requests for modification without justification. Examples of justification may include death of a team member, changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or other such significant cause. In order to secure the Department's approval prior to the award of the Pre-Construction Services Agreement, a written request shall be forwarded to the person at the address as shown in Section 1.6. The request shall include:

- A. The nature of the desired change,
- B. The reason for the desired change,
- C. A statement of how the desired change will meet the required qualifications for the position/responsibility, and
- D. A resume of the replacement Key Personnel.

1.10 Applicable Federal and Nevada Law

Each Proposer shall conform to all applicable State of Nevada (State) and federal law and recognized industry, safety, environmental, and design standards.

1.11 Disadvantaged Business Enterprise (DBE) Program Requirements

There are no Disadvantage Business Enterprises (DBE) program goals for the Pre-Construction Services Agreement.

However, the Department, in accordance with Title VI of the Civil Rights Act of 1964 and Title 49 Code of Federal Regulations Part 26, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract entered into, certified DBE firms will be afforded full opportunity to submit bids and proposals in response to our invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award. Although there is no contract-specific goal associated with this Pre-Construction Services Agreement, the Department encourages contractors to make the same effort to ensure nondiscrimination in the award and administration of subcontracts, to help remove barriers to the participation of DBEs, and to assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

In addition to the above, a DBE goal may be set for the Construction Contract(s). A commitment to meet the applicable contract goal or a good faith effort to do so shall be a condition of award and execution of all such contracts, and the Construction Manager shall be obligated to undertake certain activities as part of the Construction GMP bid process under the Pre-Construction Services Agreement.

1.12 Equal Employment Opportunity

The Department hereby notifies all Proposers that it will not discriminate in the award of a Pre-Construction Services Agreement or Construction Contract on the basis of race, color, national origin, religion, sex, or handicap. See the Pre-Construction Services Agreement for additional information and requirements.

1.13 Buy America

“Buy America” requirements are in effect for all work under this RFP, including the Pre-Construction Services Agreement and the Construction Contract(s). Requirements for adherence are identified and described within the Pre-Construction Services Agreement and, as applicable, will be set forth in the Construction Contract.

1.14 Debarment Certification

State and federal regulations require certification by prospective participants (including contractors, subcontractors, and principals) as to current history regarding debarment, suspensions, eligibility, indictments, convictions, or civil judgments. The selected Proposer will be required to certify such information using Form IC in Appendix D.

1.15 Organizational Conflicts and Ineligible Firms

Each Proposer will include a full disclosure of all potential organizational conflicts of interest in the Proposal. Each Proposer must comply with 23 Code of Federal Regulations (CFR) 636.116. By submitting its Proposal, each Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer will 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 conflict(s). If an organizational conflict or interest is determined to exist, the Department may, at its sole discretion, disqualify the Proposer or, after award, cancel the Pre-Construction Services Agreement or any subsequent contract(s) for construction services. If the Proposer was aware of an organizational conflict of interest prior to the award of the Pre-Construction Services Agreement and did not disclose the conflict to the Department, the Department may terminate the Pre-Construction Services Agreement for default. No firm that is ineligible for State or federal contracts may be part of any Proposer team. Each Proposer is responsible for determining the eligibility of its team members. See Appendix D for Conflict of Interest forms.

Without limiting the foregoing, participation by any Key Personnel on more than one Proposer's team for the Project shall be deemed an organizational conflict of interest disqualifying affected Proposers.

The Department may enter into three (3) separate contracts for this Project prior to the Construction GMP: one (1) with a Design Service Provider, one (1) with the Construction Manager (the Pre-Construction Services Agreement), and one (1) with an ICE. In order to promote collaboration among all parties, the following restrictions on participating in each of these procurements shall apply:

- A. No Proposer (or Affiliate of such Proposer) that is currently shortlisted or has been selected as a Design Service Provider or an ICE for the Project will be eligible to be a Proposer or participate on a Proposer team responding to this RFP.
- B. No subcontractor or subconsultant (or Affiliate of a subcontractor or subconsultant) of a Proposer that is currently shortlisted or has been selected as a Design Service Provider or an ICE for the Project will be eligible to be a Proposer or participate on a Proposer team responding to this RFP.
- C. Subject to the restrictions stated in A and B above, firms may form a joint venture or partnership to propose on this Project.

In addition, the following firms may not be part of any Proposer's team: HDR, PK Electrical, Inc., Jacobs Engineering, Inc., and any construction subcontractors.

1.16 Pre-Qualification and Registration Requirements

Except as otherwise set forth below in this section, the following items are required as of the Proposal Due Date:

- A. The successful Proposer must be registered and have a valid contractor's license with the Nevada State Contractors Board (NSCB) located at: <http://www.nvcontractorsboard.com/>.
- B. The Nevada State Board of Examiners passed a resolution requiring any vendor entering into an agreement with the State to perform any work, is contingent upon verification the vendor has a valid and active Nevada Business License and if they are State corporation, limited liability company, limited partnership, limited liability partnership, or limited liability limited partnership, or non-profit corporation, that their entity is active and, as applicable, in good standing with the Nevada Secretary of State. Additionally, if they are a State corporation, limited liability company, limited partnership, limited liability partnership, limited liability limited partnership, or non-profit corporation based out of state, they must be, as applicable, registered as a foreign business entity equivalent in Nevada, in active status and in good standing with the Nevada Secretary of State.
- C. Each Proposer shall clearly state, at time of its submittal, its willingness to adhere to this requirement by providing a copy of its Nevada State Business License, a copy of its application to the Secretary of State Office, a copy of the entity's status that can be obtained from the Nevada Business Search found on the homepage of the Secretary of State's website www.sos.state.nv.us, or a signed statement that the Proposer will satisfy this requirement within five (5) business days of issuance of the Notice of Intent.
- D. Award of any RFP is contingent on a Proposer having and holding an active, valid Nevada State Business License. The successful Proposer must satisfy this requirement within five (5) business days of issuance of the Notice of Intent. If a Proposer is unable or unwilling to adhere to this requirement, the DEPARTMENT will deem the Proposer as non-responsive and the DEPARTMENT shall proceed to negotiate with the next most qualified firm and so on until an acceptable agreement is negotiated.
- E. To apply for your Nevada Business License or to file appropriate formation documents with the Nevada Secretary of State's office, please visit www.nvsos.gov. Business licenses can be obtained immediately by applying on-line; paper applications may take four (4) to eight (8) weeks for processing.

1.17 Disclosure of Current and Former State Employees

The Nevada Legislature passed Assembly Bill No. 240 (AB 240) requiring any vendor entering into an agreement with the State of Nevada to identify certain employees who will be providing services for the State of Nevada. The Department will follow the process established by the Nevada Department of Administration and outlined in the State Administrative Manual, sections 322, 323, and 344. If the apparent most-qualified firm proposes any current state employees or former State employees who left State service within the preceding two (2) years, the Department must request approval from the State Board of Examiners (BOE) prior to entering into an agreement with such firm. Upon approval from the BOE, the Department will proceed with the negotiation and agreement processes per Department procedures. In the event of a denial by the BOE, the Proposer will be allowed one (1) opportunity to replace the disapproved employee with another employee who possesses substantially equivalent capabilities. The Department has the authority to approve or deny the equivalent employee. If the Department approves the equivalent employee, the Department will proceed with the negotiation and agreement processes per Department procedures. If the Department denies the equivalent employee, the Department will proceed to negotiate with the next most-qualified Proposer and so on until an acceptable agreement is negotiated.

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

1.18 Prevailing Wage Rates

Both the "Davis-Bacon Wage Determinations" and the Nevada Labor Commissioner prevailing wage rates for public works contracts, whichever is higher, apply to the Project.

The wage rate and fringe benefits listed in the "Davis-Bacon Wage Determinations for Highway Construction Projects" shall be paid unless a higher wage rate and fringe benefits is listed by the Nevada Labor Commissioner, in which case, the higher wage rate and fringe benefits shall be paid (see NRS 338.020 to 338.090, inclusive).

The wage rates that will apply to this Project will be identified at the time of the first Construction Contract. Those rates will then apply throughout the Project.

1.19 Proceeding From the Pre-Construction Services Agreement to the Construction Contract(s)

At the time that the Department determines that the design for the Project or any portion thereof has been sufficiently finalized to enable a determination of the provable cost and the preparation of a Construction GMP bid or fixed price bid, and provided that (i) the Department accepts the Construction Manager's Construction GMP bid or fixed price bid amount, (ii) the Department and the Construction Manager successfully negotiate the other terms and conditions of the Construction Contract, and (iii) the Construction Manager has satisfactorily and successfully completed its obligations under the Pre-Construction Services Agreement, the selected Proposer and the Department will attempt to negotiate a Construction Contract. If successful, as determined by the Department, in its sole discretion, the Construction Contract will be prepared and executed.

Regardless of whether one or more Construction Contract(s) are executed by either the Construction Manager or another contractor for any portion of the Project, the Construction Manager shall diligently continue to work towards performing the Scope of Services under the Pre-Construction Services Agreement, including, without limitation, sufficiently finalizing the design of the Project acceptable to the Department.

All negotiations shall be open book. NDOT shall have access to all Construction GMP bid or fixed price bid proposal documents, quotations, takeoffs, subcontract bids, and other construction cost estimates during negotiations. Execution of a Construction Contract will also be subject to the bidder posting Payment and Performance Bonds in an amount equal to one hundred percent (100%) of the accepted bid amount and such other terms and conditions set forth in the Construction Contract. The Construction Manager will competitively procure subcontractors in accordance with NRS 338.16991 and 338.16995.

Commencement of the construction phase shall not excuse the Construction Manager from completion of, and shall not be deemed a waiver or acceptance of, the pre-construction phase services as specified in the Pre-Construction Services Agreement.

1.20 Overview of the Construction GMP Bid and Fixed Price Bid

A Construction GMP bid is the Construction Manager's bid as a cost of the work, plus a fee, with a GMP. A GMP is the guarantee of the prices submitted by the Construction Manager in its Construction GMP bid. Whether these prices are lump sum or quantity based, the individual prices are guaranteed in accordance with the requirements of the construction documents and the Construction Contract. Payment for the construction of the Project will be made on the basis of a schedule of bid items.

A fixed price contract includes all costs related to labor, equipment, overhead, and profit.

The Department anticipates initiating negotiations to reach a Construction GMP or a fixed price based on a finalized complete design and intends to establish a Construction GMP or fixed price in order to approve a Construction Contract no later than April 1, 2013.

A Construction GMP bid or fixed price bid can be offered no more than two (2) times. After the second and final Construction GMP bid or fixed price bid, the Department reserves the right, in its sole discretion, to terminate the bidding process and undertake such other actions relating to the Project as the Department determines, including, without limitation, the right to procure the Construction Contract scope of work by someone else or pursuant to some other delivery method.

The Department reserves the right to establish a contingency risk-sharing pool with the Construction Manager that will be developed during the pre-construction phase and that, if adopted, would be incorporated into the negotiated Construction GMP bid or fixed priced bid. The purpose of a contingency risk-sharing pool is to develop a budget for items foreseen at the time at which the Construction GMP bid or fixed price bid is proposed and negotiated but not detailed enough for itemized pricing. Any and all items included in a contingency risk-sharing pool will be identified separately in the Construction Contract and will be monitored for progress and cost. The actual process, if applicable, will be negotiated as part of the Construction Contract.

See the form of Pre-Construction Services Agreement for further details and conditions precedent to submitting a Construction GMP bid or a fixed price bid.

1.21 Form of Pre-Construction Services Agreement

The form of Pre-Construction Services Agreement that the Department intends to use for the Project is located at http://www.nevadadot.com/Documents/Doing_Business/RFP/RFQ/RFI_Opportunities.aspx.

1.22 Form of Construction Contract

The general form of Construction Contract that the Department intends to use for the Project is located at http://www.nevadadot.com/Doing_Business/Forms_Download.aspx. In addition, the Pre-Construction Services Agreement includes certain provisions that will modify the Department's Standard Specifications and apply to the Construction Contract and the negotiation thereof. See Attachment G to the Pre-Construction Services Agreement.

Section 2. RFP Procedures

2.1 RFP General Instructions and Conditions

The Department intends to evaluate, select, and award one (1) Pre-Construction Services Agreement to the most-qualified Proposer based on a qualification-based selection. All Proposers accept the conditions of this RFP, including, but not limited to, the following:

- A. All Proposers who submit a Proposal in response to this RFP understand, acknowledge, and agree that the Department is not obligated to award a contract or enter into an agreement with any Proposer and further has absolutely no financial or other obligation to any Proposer.
- B. Failure to properly submit the documents described herein, or meet the requirements of this RFP may render the Proposal non-responsive, in which case, the Proposer will be ineligible for shortlisting or award. Furthermore, no late Proposals will be accepted for this Project. Any Proposals received after the specified deadline or submitted to the wrong location will not be considered and will be disposed of in an appropriate manner suitable to the Department.
- C. If a Proposal is entirely or predominately labeled as a "Trade Secret" or "confidential", and/or "proprietary", the Proposal may, in the sole discretion of the Department, be deemed non-responsive unless the improper designation of trade secret or confidential, proprietary information is corrected within the time allowed (if any) by the Department. Proposer's designations are not binding on the Department and all Proposals shall be subject to NRS Chapter 239 (the Nevada Public Records Law) and shall be protected only as permitted thereby.
- D. Any restriction as to the use of submitted materials must be clearly indicated as "proprietary." The term "propriety" shall have the meaning ascribed to it as set forth in NRS 333.020 and 333.333. The requested limitation or prohibition of use or release shall be identified in writing on a cover sheet. Blanket claims of proprietary submittals will not be honored. The Department reserves the right to disagree with the confidentiality of information provided by a Proposer. Proposers must clearly designate trade secret, confidential and/or proprietary information appearing in the text of the Proposal by including it within brackets and by including at the bottom of the Proposal page on which they appear the applicable disclaimer:

"This page contains information that constitutes a trade secret, confidential and/or proprietary information under NRS 333.020(5) and 333.333(1) and is not to be disclosed except in accordance with applicable Law."
- E. The Department has immunity for good faith disclosure of information (see NRS 239.012). The Department also retains its rights pursuant to Chapter 41 of NRS. Under no circumstances will the Department be responsible or liable to a Proposer or any other party as a result of disclosing any such materials, including materials marked "CONFIDENTIAL," whether the disclosure is deemed required by applicable law or by an order of court or the Attorney General or occurs through inadvertence, mistake or negligence on the part of the Department or its officers, employees, contractors or consultants.
- F. The Proposer has reviewed this RFP, the associated appendices, and the references therein, and by responding to this RFP, the Proposer has agreed to the terms and conditions of this RFP, the form of Pre-Construction Services Agreement and the form of Construction Contract and acknowledges and agrees that such terms and conditions are reasonable, feasible, and expressly workable without reservation.

2.2 Reservation of Department Rights

The Department reserves all rights regarding this RFP, including, without limitation, the right to:

- A. Amend or cancel this RFP and/or procurement or reject any and all Proposals without liability if the Department, in its sole discretion, determines that amendment or cancellation of the procurement would be in the best interest of the State or a Proposal does not meet the applicable qualifications set forth in NRS 338.1691.
- B. Reject any Proposal in the exercise of its discretion in accordance with the criteria set forth in NRS 338.1691.
- C. Seek clarification of any Proposal from any source that, in the Department's sole discretion, it deems necessary or advisable.
- D. Waive any minor irregularity, informality, or non-conformance of any Proposal with the provisions or procedures of this RFP.
- E. Reject any Proposal that fails to substantially comply with all prescribed RFP procedures and requirements.
- F. Negotiate within the scope described in this RFP to serve the best interest of the State.
- G. Amend any contract resulting from this RFP.
- H. Extend any contract resulting from this RFP without an additional procurement process.
- I. At its sole discretion, cancel any negotiations with any Proposer, withdraw the notice of intent to award, and proceed to negotiate with the next most-qualified Proposer and so forth until the successful contract award or cancellation of this procurement.
- J. Award a Pre-Construction Services Agreement, but not issue a Notice to Proceed thereunder.
- K. Not proceed with Project construction or award and execute a Construction Contract following execution of a Pre-Construction Services Agreement.
- L. Exercise any other right or remedy available to the Department under law or in equity.

2.3 Key Procurement Event Selection Schedule

All dates set forth here and elsewhere in this RFP are subject to change, in the Department's sole discretion, by Addendum.

Event	Time	Date
Advertisement of the RFP	N/A	August 28, 2012 September 4, 2012
Mandatory Pre-Proposal Meeting	10:00 a.m.	September 6, 2012
Proposer's Written Questions Due	3:00 p.m. local time	September 10, 2012
Department's Written Responses Due	N/A	September 13, 2012
Proposal Due Date	3:00 p.m. local time	September 20, 2012

Notes: N/A = not applicable; TBD = to be determined.

The following are anticipated dates that are also subject to change in the Department's sole discretion.

Event	Time	Date
Notification of Competitive Shortlist	N/A	September 28, 2012
Debriefing of Non-shortlisted Proposers	TBD	October 4, 2012
Interviews	TBD	October 9, 2012 October 10, 2012
Notice of Intent to Award	N/A	October 10, 2012
Transportation Board Approval	N/A	November 13, 2012
Notice of Award	N/A	November 16, 2012
Debriefing of Shortlisted Proposers	TBD	October 19, 2012

Notes: N/A = not applicable; TBD = to be determined.

2.4 Mandatory Pre-Proposal Meeting

The mandatory pre-proposal meeting for all Principal Participants will be held on September 6, 2012 at the Department headquarters at 10:00 a.m. This meeting will introduce Proposers to the CMAR contract delivery method, give an overall introduction to the Project as scoped, and enable the Department to answer questions about the Project and the process. This meeting will be approximately two (2) hours long. Sign-in and attendance at the pre-proposal meeting is required in order to submit a Proposal. It is the responsibility of the Proposer to show up to this meeting on time. The doors will be locked fifteen (15) minutes after the start of the meeting. Any Proposer that shows up after this time will not be let in or marked in attendance for this pre-proposal meeting.

2.5 Communications, Questions, and Changes to the RFP

Each Proposer shall correspond with the Department regarding this RFP only through the Department's Contact listed in [Section 1.6](#).

- A. Proposers may communicate with the Department's Contact in writing by letter, fax, or e-mail. All communications shall provide the following:
 - i. Subject matter: Proposers must label the package or envelope as follows:

Procurement Sensitive Material
Content: >Identify package content (e.g., "Proposal", etc.)<
Project: >Insert Project name and a description of the Project<
 - ii. Address: Proposers must include the Department's Contact's name and address provided in [Section 1.6](#) above on the package or envelope.
- B. Each Proposer shall be responsible for reviewing the RFP and any addenda issued by the Department prior to the Proposal Due Date and for submitting written questions requesting clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision which the Proposer fails to understand. Failure of a Proposer to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be provided by the Department. Proposers may submit questions, request clarification, or request a change to the RFP by submitting a written request to the address set forth above. The request shall specify the provision and section of the RFP in question, and, if a change is requested, contain an explanation of the requested change, suggest language for the change, and the justification therefor. The Department will not respond to questions or

change requests received after the date listed in Section 2.3. The Department will evaluate any questions or requests submitted, but the Department reserves the right to determine whether to respond or accept the requested change. No telephone or oral requests will be considered. Except for confidential questions, as described below, the Department's responses will remain on the Project website and will be available to all Proposers throughout this procurement.

- C. If a Proposer believes a question contains confidential or proprietary information (including that the question itself is confidential), it may mark such question as "confidential." The Department reserves the right to disagree with the confidentiality of information provided by a Proposer. If the Department disagrees with a confidentiality designation, it shall notify the Proposer, in which case the Proposer may retract the question in writing or retract the confidentiality designation, each within a time period specified by the Department. Failure of the Proposer to respond within such specified time frame shall mean that the Proposer has retracted the confidentiality designation. If the Proposer retracts the question, the Department will not answer the question unless it believes it must do so in the interest of maintaining a fair process or complying with applicable law (with such answer being transmitted to all Proposers). If the Proposer retracts the confidentiality designation, the Department shall answer the question for all Proposers.
- D. Proposers shall not rely on oral or written instructions regarding this RFP, unless also issued in writing as an addendum by the Department. All notices of Addenda and other information will be posted on the Department's website at:
<http://www.nevadadot.com/Documents/Doing_Business/RFP/RFQ/RFI_Opportunities.aspx.
Proposers are responsible to regularly monitor this website throughout this procurement for information related to this RFP.
- E. If the Department determines that a question, formal request, or protest raises an issue that must be answered or resolved by amending an RFP provision, or the Department otherwise believes an amendment is in its interest or the interest of the Project, the Department will do so by issuing an Addendum clearly identifying the change as amending, revising, or modifying the RFP provision, or Pre-Construction Services Agreement term in question, which may include a "pen and ink" change to the RFP as appropriate. The Department may issue Addenda at any time prior to the Proposal Due Date, unless the Department extends the Proposal Due Date concurrent with issuance of an Addendum.
- F. Proposers must acknowledge all issued addenda in their Attestation in Appendix C.
- G. In the interest of a fair and equitable selection process, Proposers and members of their teams are cautioned not to undertake any activities or actions to promote or advertise their Proposal except at Department-authorized presentations. No member of a Proposer's organization may communicate with members of another Proposer's organization to give, receive, or exchange information, or to communicate inducements, that constitute anti-competitive conduct in connection with the Project or this procurement. No Proposer or representative thereof shall have any *ex parte* communications regarding the RFP or the procurement with any member of the Nevada State Transportation Board, HDR, PK Electrical, Inc., Jacobs Engineering, Inc., or any Department personnel other than the Department's Contact. All communications must be with the Department's Contact listed in Section 1.6.
- H. Any attempt by a Proposer to improperly influence a member of the Evaluation Panel throughout this procurement will result in disqualification of that Proposer.

2.6 Ownership and Disposition of the Proposal Document

With the exception of Proposals that are withdrawn prior to the Proposal Due Date, all information submitted by a Proposer in response to the RFP shall become the property of the Department and will not be returned to the Proposer. The confidential portions, as determined by the Department, of those Proposals of unsuccessful Proposers will be returned to their respective Proposers after execution of the Pre-Construction Services Agreement. The remainder of such Proposals will be treated as public record and retained in accordance with the Department's retention policies. All copies of withdrawn Proposals will be returned to the Proposer unopened. All Proposals rejected by the Department shall be disposed of in an appropriate manner suitable to the Department.

2.7 Cost of Proposal Preparation

No reimbursement will be made by the Department for any costs related to the preparation of the Proposal, required documentation, interviews, presentations, discussions, and/or any related activities. These costs are the sole responsibility of the Proposer.

2.8 Protest Conditions and Procedure

Protests may be filed only with respect to:

- A. Allegations that the terms of the RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed the Department's authority;
- B. A determination as to whether a Proposal is responsive to the requirements of the RFP or failed any pass/fail requirements, as applicable;
- C. A determination as to whether the protesting Proposer is shortlisted; and/or
- D. Award of an Agreement.

Protest Procedures are as follows:

- i. Deadline for protests: Protests concerning the issues described in Section 2.8.A and contained in the RFP must be filed no later than ten (10) calendar days after issuance of the RFP, and those contained in any amendment to the RFP must be filed no later than three (3) business days after the Department distributes the related addenda.
- ii. Protests concerning the issues described in Section 2.8.B must be filed within seven (7) calendar days after the Department issues its notice to a Proposer that its Proposal was deemed nonresponsive or failed any pass/fail criteria.
- iii. Protests concerning the issues described in Section 2.8.C must be filed within seven (7) calendar days after the Department issues its notice of the shortlist of Proposers.
- iv. Protests concerning the issues described in Section 2.8.D must be filed within seven (7) calendar days after the Department issues the Notice of Award.
- v. The foregoing timelines are strict and time is of the essence, and any failure by a Proposer to submit a protest and all required information by such timeline shall be deemed an irrevocable and unconditional waiver of the right to protest.
- vi. Protest contents: Protests shall include Information about the protesting firm, including firm name, mailing address, phone number, and name of the individual responsible for submission of the protest. Protests shall completely and succinctly state the grounds for protest, its legal authority, its factual basis, and shall include all factual and legal

documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury. The person submitting a protest must be legally authorized to contractually bind the Proposer.

- vii. Filing of protest: Protests shall be in writing and filed by hand delivery on or before the applicable deadline to:
- Nevada Department of Transportation
ATTN: Administrative Services/Dispute Resolution Office
1263 South Stewart Street, Room 101
Carson City, NV 89712
- viii. The Proposer filing the protest shall concurrently submit a copy of the protest to other Proposers whose addresses may be obtained from the Department.
- ix. Comments from other Proposers: Other Proposers may file statements in support of or in opposition to the protest within seven (7) calendar days of the filing of the protest. The Department shall promptly forward copies of all such statements to the protester. Any statements shall be sworn and submitted under penalty of perjury.
- x. Burden of proof: The protester shall have the burden of proving the basis of its protest. The Department may, in its sole discretion, discuss the protest with the protester and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.
- xi. Decision of protest: The Department's Director or designee shall issue a written decision regarding the protest within thirty (30) calendar days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, the Department may, in its sole discretion, make appropriate revisions to the RFP by issuing Addenda.
- xii. Protester's payment of costs: If a protest is denied, the Proposer filing the protest shall be liable for and shall promptly pay the Department's costs reasonably incurred to defend against or resolve the protest, including attorney's fees, consultant fees and costs, and any reasonably unavoidable damages sustained by the Department as a consequence of the protest.
- xiii. Rights and obligation of Proposers: Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest provided in this section and expressly waives all other rights and remedies and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold harmless the Department and its officers, employees, agents, and consultants from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's protest. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.
- xiv. No stay pending final determination: Agreement negotiations with the selected Proposer shall not be stayed during the pendency of any protest. Any agreement with the selected Proposer shall be made contingent upon the outcome of any pending protest.

Section 3. Selection Process

The selection process will be conducted in a fair and impartial manner. The Evaluation Panel will evaluate the Proposals and conduct and evaluate Proposer interviews. The Evaluation Panel shall be comprised of at least three (3) members, at least two (2) of which have experience in the construction industry as determined by the Department. The Evaluation Panel may also include representatives of local agencies. The evaluation of Proposals will be conducted in five (5) phases:

Phase 1: Evaluation of Proposal Responsiveness and Pass/Fail Requirements

Phase 2: Evaluation of the Proposals

Phase 3: Proposer Shortlisting

Phase 4: Interviews and Final Selection Ranking

Phase 5: Notice of Intent to Award, Agreement Negotiation, and Agreement Award

3.1 Phase 1: Determining the Proposal Responsiveness to the Pass/Fail Requirements

To proceed with evaluation, the Department must receive a minimum of two (2) Proposals. If the Department does not receive a minimum of two (2) Proposals, the procurement shall be cancelled or re-advertised. Proposals will be reviewed by the Department to determine if they are complete and meet all pass/fail requirements. Only those Proposals determined to meet all pass/fail requirements will be considered for further evaluation, scoring, and ranking. For Proposers who do not pass the pass/fail requirements or responsiveness evaluation, the provisions of Section 2.6 shall apply regarding ownership and disposition of non-responsive Proposal documents.

The pass/fail requirements for the Proposals are as follows:

- A. The Proposal conforms to the RFP instructions regarding organization and format and responsiveness to the requirements set forth in the RFP.
- B. Proposer has delivered a letter(s) of support from a qualified surety as described in Section 4.2.R.
- C. Proposer has delivered a properly completed and executed Conflict of Interest Disclosure Statement (Appendix D).
- D. The Proposer's safety record and safety program are satisfactory as demonstrated by the materials provided pursuant to Section 4.2.M.
- E. Proposer has provided satisfactory evidence that the Proposer is a contractor licensed in this State pursuant to NRS Chapter 624.
- F. Proposer has not been disqualified from being awarded a contract pursuant to the NRS 338.017, 338.13895, 338.1475, and/or 408.333 (Appendix D).
- G. Proposer has not been found liable for breach of contract with respect to a previous project, other than for legitimate cause, during the five (5) years immediately preceding the date of advertisement of this RFP (Appendix D).
- H. Proposer has provided satisfactory evidence that Proposer has obtained or has the ability to obtain insurance as may be required for this Project. See Sections 6 through 13, inclusive, of Article VII of the form of Pre-Construction Services Agreement.

- I. Section Not Used.
- J. Proposer has delivered a properly completed and executed Certificate of Compliance with NRS 284.1729 (Appendix D).
- K. The Department has approved the Proposer's qualification package pursuant to NRS 408.333. Proposer has delivered all other specified forms and documents (including, without limitation, the forms not listed above that are included in Appendices C and D), properly completed and signed (if required), and such forms and documents do not identify any material adverse information.
- L. Proposer has delivered, at the time of the Proposal Due Date listed in Section 2.3, their construction management fee pricing information described in Section 4.5.C as a separate document in a sealed envelope clearly marked on the outside of the envelope "Construction Management Fee Submittal," along with the Proposer's identifying information (Appendix D).

3.2 Phase 2: Evaluation of the Proposals

Responsive Proposals that meet the pass/fail requirements will be reviewed by members of the Evaluation Panel as to how well each Proposal responds to the evaluation factors identified in Section 4.3. The Proposal Evaluation Scoring Form in Appendix B will be used by the Evaluation Panel.

3.3 Phase 3: Proposer Shortlisting

The Proposal score shall determine the initial shortlist ranking of each Proposer, and a competitive shortlist shall be established of the most highly-ranked Proposers within the competitive range, consisting of at least two (2) and no more than five (5) of the top-scoring Proposers. The shortlist will be determined only by the Proposal score, and the Proposal score shall not be factored into the interview (and pricing) score to determine the final selection ranking of the Proposers. The Department shall notify all Proposers of this shortlist. The number of shortlisted Proposers is within the sole discretion of the Department.

3.4 Phase 4: Interviews and Final Selection Ranking

After establishing the shortlist, mandatory oral interviews shall be conducted for the shortlisted Proposers only. A notice of shortlist and an invitation to interview will be sent out in advance of the interview to the shortlisted Proposers. The Department's invitation to interview will provide the Proposers with dates, times, locations, rules, requirements, protocols for the interview, and the methods for designating written or oral information as trade secrets under the Nevada Public Records Law and NRS 333.020(5) and 333.333(1).

The Proposer's Project Manager and up to four (4) additional members, which must be Key Personnel or other personnel identified pursuant to Section 4.3.A.iii.1, must be present at the interview.

The interview process will be conducted as set forth in Section 4.5 and evaluated and scored as described by Interview Evaluation Scoring Form in Appendix B.

The final ranking will be determined by the highest interview score. The Proposer with the highest interview score shall be the apparent most-qualified Proposer.

3.5 Phase 5: Notice of Intent to Award, Agreement Negotiation, and Agreement Award

The Department will attempt to negotiate a Pre-Construction Services Agreement with the apparent, most-qualified Proposer. The Department may, in its sole discretion, entertain suggestions on refinement of the Pre-Construction Services Agreement and its exhibits for pre-construction phase services only when:

- A. The general Scope of Services under the Pre-Construction Services Agreement remains the same; and
- B. The field of competition does not or would not change as a result of material changes to the requirements stated in the RFP.

If the Department is unable to agree upon the terms of the Pre-Construction Services Agreement with the apparent, most-qualified Proposer, the Department reserves the right, at its sole discretion, to negotiate with the next highest-ranked Proposer and so on until there is successful agreement award or cancellation of the procurement by the Department.

Upon successful negotiation of the Pre-Construction Services Agreement, the Department will issue a notice of intent to award to the successful Proposer and provide a copy to all unsuccessful Proposers. Section 2.8 outlines those procedures for protesting an award that are available to a Proposer. If the apparent most-qualified Proposer is not able to execute the Pre-Construction Services Agreement within ten (10) calendar days of receipt of the Pre-Construction Services Agreement, or such later date as the Department may authorize, the Department reserves the right, at its sole discretion, to negotiate with the next highest ranked Proposer and so on until there is successful agreement award or cancellation of the procurement by the Department. After successful negotiations of the Pre-Construction Services Agreement by the selected Proposer, the Department shall make a recommendation to the Nevada State Transportation Board to award the Pre-Construction Services Agreement to the selected Proposer and to execute the Pre-Construction Services Agreement.

The selected Proposer must execute two (2) originals of the Pre-Construction Services Agreement and return the executed originals, together with the rest of the documents required thereby and/or by this RFP, to the Department within ten (10) calendar days of the date of the delivery of the Pre-Construction Services Agreement to the Proposer, or within such longer period as the Department may set in writing prior to or during the response period established herein. The selected Proposer's failure to execute and deliver the duly-executed Pre-Construction Services Agreement, and the required submittals to the Department within the response period, will permit the Department, at its sole discretion, to negotiate with the next highest-ranked Proposer and so on until there is successful contract award or cancellation of the procurement by the Department. If the selected Proposer is a joint venture or partnership, each joint venture member or partner must sign the Pre-Construction Services Agreement on behalf of both itself and the Construction Manager.

Documents that must be provided by the selected Proposer when it returns the executed originals include:

- Certificates of insurance meeting the insurance requirements, which can be found in the form of Pre-Construction Services Agreement.
- Evidence of approval of the final form, and of due authorization, execution, delivery, and performance, of the Pre-Construction Services Agreement by Proposer and, if Proposer is a joint venture, by its joint venture members. Such evidence shall be in a form and substance satisfactory to the Department. If Proposer is a corporation, such evidence shall be in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If Proposer is a partnership, such evidence shall be in the form of a resolution signed by the general partners and appropriate evidence of authorization for each of the general partners, in each case, certified by an appropriate officer of the general partner. If Proposer is a limited liability company, such evidence shall be in the form of: (i) a resolution of the governing body of the limited liability company, certified by an appropriate officer of the company, (ii) a managing member(s) resolution, certified by an appropriate officer of the managing member(s), or (iii) if there is no managing member, a resolution from each member, certified by an appropriate officer of such member. If Proposer is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member.

- Evidence of authority to transact business in the State for Proposer and all members of the Proposer's team that will transact business in the State dated no later than the Proposal Due Date. Depending on the form of organization, such evidence may be in the form of (i) a Nevada business license along with a Certificate of Good Standing from the state of organization of the member; and (ii) a Certificate of Good Standing from the Nevada Secretary of State; or other evidence of current registration with the Nevada Secretary of State acceptable to the Department.
- Any other requirements identified by the Department during pre-award negotiations.

Notice to Proceed will be issued by the Department's Administrative Services. The Construction Manager may not begin work until receipt of such Notice to Proceed. The Construction Manager waives any right to payment of any work commenced or completed prior to receipt of such Notice to Proceed and the occurrence of the effective date stated therein.

Section 4. Proposal Contents and Evaluation Factors

4.1 Instructions to Proposers

All submitted Proposals shall comply with the following. A checklist of the Proposal requirements is included as Appendix F.

- A. Deliver one (1) original Proposal labeled "Original" and seven (7) hard copies along with one (1) electronic copy PDF file on a compact disc or flash drive of the Proposal to the:
- Nevada Department of Transportation
Administrative Services
Mrs. Marty L. Elzy
1263 South Stewart Street, Room 101
Carson City, Nevada, 89712
- B. Number each Proposal sequentially from one (1) to eight (8) on the upper right hand corner of the cover. The Original shall be numbered one (1) of eight (8). All elements of the Proposal shall be bound in one (1) binder.
- C. All Proposals shall be submitted in the following order:
- i. The items listed in Section 4.2 shall only be inserted at the beginning of the one (1) original Proposal labeled "Original" in front of the items listed in Section 4.3. The items listed in Section 4.2 shall not count against the overall 25-page limit of the Proposal.
 - ii. The response to the evaluation factors (25-page limit) listed in Section 4.3 shall be ordered in the exact sequence presented in Section 4.3. A distinct heading shall precede each of these sections (e.g., Proposal Section 1: Proposer Team/Organization; Proposal Section 2: Project Approach, Proposal Section 3: Past Project Innovation; and Proposal Section 4: Approach to Schedule). Labeled tabs are NOT to be included in this section of the Proposal.
- D. The format of the response to the evaluation factors listed in Section 4.3 shall:
1. Use Arial font, minimum size of 11 point;
 2. Be on 8-1/2 inch x 11 inch paper (printed pages that are 11 inch x 17 inch in size shall count as two (2) pages against the overall 25-page limit of the Proposal);
 3. Be double spaced and have one (1)-inch margins.
 4. Have consecutively numbered pages, with numbering centered at the bottom of the page (e.g., Page 1, Page 5, etc.). Additional information, if provided, shall appear at the end of the submittal under its own tab(s).
 5. In the Department's continued environmental efforts in "Going Green," a Proposer is encouraged to submit its Proposal using a 2-sided page format, rather than using only one side. Each printed side shall be counted toward the 25-page limit as a single page.

4.2 Required Responses, Documents, and Forms

The Proposer shall complete and fully execute all of the required responses, documents, and forms listed below. Any required responses, documents, and forms in the Proposal marked "Original" that provide for a signature or include a signature line must be submitted with original signatures in blue ink by authorized

individuals of Proposer. As noted below, these items will be reviewed for responsiveness and pass/fail and will not count towards the 25-page limit of the Proposal.

- A. Introduction Letter: An Introduction Letter must contain the following items, which are evaluated as pass/fail and not scored. Address the Introduction Letter to Administrative Services:

Nevada Department of Transportation
Mrs. Marty L. Elzy
Administrative Services
1263 South Stewart Street, Room 101
Carson City, Nevada 89712

The Introduction Letter shall be no more than one (1) page, in which the Proposer shall express its interest in the Project, state its qualifications for doing the work, and recount any summary information on the Proposer entity, team members, and Key Personnel that may be useful or informative to the Department. The following elements of information must be included in the Introduction Letter as a minimum, and highlight these items in bold letters.

- i. RFP number and Project location for Project-specific contracts.
 - ii. Statement that the Construction Manager is pre-qualified with the Department and the Construction Manager's pre-qualification expiration date(s).
 - iii. Nevada Contractor's License: Evidence that the Proposer is a contractor currently licensed in the State pursuant to NRS Chapter 624.
 - iv. Certification that the information and data submitted is true and complete.
 - v. Name, address, office and cellular telephone number, e-mail address, and fax number of the individual designated by Proposer as its single point of contact regarding its Proposal. The Proposer's single point of contact shall remain available to Department throughout the procurement at the contact information provided. If the Proposer's single point of contact anticipates being unavailable for any portion of the procurement, the Proposer's single point of contact (or the Proposer's signing authority) shall inform the Department's Contact and submit contact information for a secondary point of contact.
- B. Acknowledgement and Attestation Form in Appendix C.
- C. Buy America Certificate, Form BAC in Appendix D.
- D. Evidence that Proposer has not been found liable for breach of contract, Form BC in Appendix D.
- E. Organizational Conflict of Interest Disclosure Statement, Form COI in Appendix D.
- F. Evidence that Proposer has not been disqualified from bidding, Form DFB in Appendix D.
- G. Because there are no DBE program goals for the Pre-Construction Services Agreement, the Proposer does not have to submit Form GFE in Appendix D. However, a DBE goal may be set for the Construction Contract(s). A commitment to meet the applicable contract goal or a good faith effort to do so shall be a condition of award or execution of all such contracts, and the Construction Manager shall be obligated to undertake certain activities as part of the Construction GMP bid or fixed price bid process under the Pre-Construction Services Agreement.

- H. Certificate Regarding Ineligible Contractors, Form IC in Appendix D.
- I. Key Personnel Information, Form KP in Appendix D, and Resume Appendix (Include resumes for those job descriptions located under Project Team/Capability of the Contractor).
- J. Lobbying Certificate, Form LC in Appendix D.
- K. Non-Collusion Affidavit, Form NC in Appendix D.
- L. Certificate of Good Standing from Nevada Secretary of State or other evidence of registration with the Nevada Secretary of State acceptable to the Department.
- M. Evidence of Safety Program: Provide documentation of safety performance of the Proposer, covering recent activity (the last four [4] years) using Form SAFE in Appendix D, which shall include the following:
 - i. Experience Modification Rates;
 - ii. List of any incidents that resulted in significant injury, loss of life, or major property damage; and
 - iii. List of any Occupational Safety and Health Administration (OSHA) citations received and state the cause that precipitated their issuance.

The Proposer shall also describe the Proposer's safety program. This description may not exceed one (1), single-sided page. (Form SAFE or any attached OSHA lists do not count towards that one [1] page limit.)

- N. Evidence of compliance with NRS 284.1729, Form SED in Appendix D.
- O. Submittal of Fee for Construction Management, Form SFCM in Appendix D.
- P. Evidence of a business entity created pursuant to Title 7 of NRS: Submit Proposer's partnership agreement, corporate articles of incorporation and bylaws, limited liability company agreement or other organizational documents evidencing authority of the Proposer to engage in the type of business activities contemplated by the Pre-Construction Services Agreement to be awarded, to execute and submit its Proposal, and to enter into the Pre-Construction Services Agreement to be awarded.
- Q. Evidence of authority to enter into joint venture or partnership: If the Proposer is offering its Proposal as a joint venture or a partnership, submit a copy of the joint venture agreement or partnership agreement. Also, for each joint venture member or partner, as applicable, submit the partnership agreement, corporate articles of incorporation and bylaws, limited liability company agreement or other organizational documents authorizing the member or partner to enter into the joint venture or partnership and to execute the joint venture agreement or partnership agreement and evidencing the authority of the partner or joint venture member to engage in the type of business activities contemplated by the contract to be awarded.
- R. Evidence of Proposal signature authority: Submit bylaws, or the corporate resolution, partnership agreement, limited liability company agreement, joint venture agreement, or other organizational documents evidencing authority of each signatory to the Proposal to execute it and the Pre-Construction Services Agreement itself on behalf of the Proposer. If the Proposer is a joint venture or partnership, submit its organizational documents evidencing authority of each joint venture member or partner to execute the Proposal and the Pre-Construction Services Agreement, not only on behalf of the Proposer but also on behalf of the joint venture

member or partnership. Note: If the Proposer is a joint venture or partnership, each joint venture member or partner must sign the Proposal.

- S. Surety letter of intent regarding Payment and Performance Bonds: The Proposer will demonstrate a bonding capability up to \$23,500,000.00 for an individual project along with current and anticipated workloads. Provide a letter from a surety company indicating that the Proposer is capable of obtaining Payment and Performance Bonds covering the Project in an amount equal to at least \$23,500,000.00. The surety submitting the letter must be a surety company or companies licensed by this State and listed in the current United States Department of the Treasury Circular 570 as acceptable sureties for the bond amount on Federal Bonds. Letters indicating "unlimited" bonding/security capability are not acceptable. If multiple surety letters are provided, the Proposal shall identify which surety will be the lead surety. The commitment letter shall indicate that the surety has reviewed the Proposer's capabilities and backlog and may include no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award and execution of the Construction Contract and issuance of a Notice to Proceed.
- T. Evidence of ability to obtain required insurance: Evidence that Proposer has obtained or has the ability to obtain insurance as may be required for this Project. See Sections 6 through 13, inclusive, of Article VII of the form of Pre-Construction Services Agreement.

4.3 Proposal Evaluation Factors

100 Points Total

A. Proposal Evaluation Factor 1: Proposer Team/Organization

i. Sub-factor 1: Organization

The Proposer shall provide a graphic organizational structure chart and brief narrative describing a Proposer's organizational structure, complete with working titles for the Proposer in both pre-construction and construction phases and including, at a minimum, the Proposer's Key Personnel for the Scope of Services under the Pre-Construction Services Agreement only (as applicable). The chart shall also depict the following:

1. The Proposer's hierarchy of decision-making authority, and
2. The functional relationships among the Proposer, the Proposer's Key Personnel, and the members of the Project Team.

ii. Sub-factor 2: Qualifications and experience of the Proposer firm on projects of similar size, scope, and construction complexity as the Project

The Proposer shall discuss the qualifications and experience of its firm and how those qualifications and experience relate to the Project and the stated Project goals. The Proposer must include, at a minimum, the qualifications for the Proposer firm on projects (both public and private sector) of similar size, scope, and construction complexity as the Project by providing information on the projects the Proposer has completed over the last five (5) years. Each Proposer shall specifically discuss how the firm has demonstrated project experience and/or has successfully managed subcontracts related to the following work elements:

- Bridge rehabilitation (seismic retrofitting, painting, and other structural rehabilitation measures);

- Tunnel rehabilitation (replace roadway slabs and damaged wall tiles, repair safety walks, and other structural rehabilitation measures);
- Geotechnical work (slope stabilization adjacent to tunnel portals);
- Roadbed reconstruction (plantmix bituminous surfacing [PBS] and portland cement concrete paving [PCCP]); and
- Highway and tunnel operational improvements (tunnel lighting, intelligent transportation system [ITS] improvements, photometric controls, central system integration and operational implementation, and incident detection and communications).

For projects described in this section, please provide the following information in table format:

1. Name of project owner, including current contact information of the individual most knowledgeable of the project
2. Year (Award of Contract Date and Completion Date)
3. Project name
4. Project location
5. Brief project description
6. The relevant proposed Key Personnel participating on the project
7. Role of Proposer or each team member on the project
8. Cost performance: bid award amount, final cost, reasons for change
9. Schedule performance: days at award, actual days, reasons for change
10. List of innovations implemented on the project
11. List of Proposer awards/recognition related to the project
12. List of major risks on the project
13. Elements of work on the project
14. Subcontract disciplines managed on the project

The Department reserves the right, in its sole discretion, to contact the owner of any listed project to validate or request further information regarding any of the listed projects.

If the Proposer team is a joint venture, partnership, or other association or includes subcontractors, the Proposer shall provide experience of such entities working together.

- Experience of the Proposer team in assisting in the design of such projects identified above; and
- Experience of the Proposer team on projects similar in size, scope, and construction complexity as the Project that have occurred in the State of Nevada.

- iii. Sub-factor 3: Qualifications and experience of Key Personnel on projects of similar size, scope, and construction complexity as the Project (including prior experience and performance and supporting resumes and references)

Each Proposer shall discuss the qualifications and experience of each of the Proposer's Key Personnel, and how each of the Key Personnel relates to the Project and the stated Project goals. Each Proposer shall specifically discuss how the proposed Key Personnel has demonstrated project experience and/or has successfully managed subcontracts related to the following work elements:

- Bridge rehabilitation (seismic retrofitting, painting, and other structural rehabilitation measures);
- Tunnel rehabilitation (replace roadway slabs and damaged wall tiles, repair safety walks, and other structural rehabilitation measures);
- Geotechnical work (slope stabilization adjacent to tunnel portals);
- Roadbed reconstruction (PBS and PCCP); and
- Highway and tunnel operational improvements (tunnel lighting, ITS improvements, photometric controls, central system integration and operational implementation, and incident detection and communications).

The Proposer must include the following at a minimum:

1. Qualifications for each of the Key Personnel on relevant projects (both public and private sector) of similar size, scope, and construction complexity as the Project, including:
 - a) Project Manager
 - b) Proposer may also include and identify other proposed personnel (up to four (4) additional personnel) they deem necessary for Project success.

Proposers shall provide the following information for each Key Personnel listed above.

- Title of each individual and their role on the Project.
- Each individual's length of time working with the entity on the Proposer's team.
- Experience of the individual working as part of a team on projects of similar size, scope, and construction complexity as the Project.
- Experience of the individual in assisting in the Constructability Reviews of such projects identified in subsection (ii) above. For the purpose of this RFP, a Constructability Review is defined as the effective and timely integration of construction knowledge into the planning, design, construction, and field operations of a project to achieve the overall project goals with a focus on accuracy, schedule, and cost-effectiveness.
- Experience of the individual on projects of similar size, scope, and construction complexity as the Project that have occurred in the State of Nevada.

- Each individual's availability to support the Project by providing current and projected time commitments on all other projects, assignments, or activities over the duration of the Project's pre-construction and construction phases.

For projects listed as part of Key Personnel experience, if the individual was employed by someone other than their current employer at the time they worked on the project, the Proposer shall indicate that employer in the project description.

2. Resumes for each Key Personnel position listed above, including a list of experience relevant to the Project together with owner references for each. Resumes are defined as follows:
 - a) Resumes shall be no more than two (2) pages in length.
 - b) Resumes are required for no more than five (5) Key Personnel identified above at the discretion of the Proposer and provided that one of the five (5) resumes is for the Construction Manager's Project Manager.
 - c) Resumes shall not count toward the Proposal page limit and shall be appended to the Proposal.

B. Proposal Evaluation Factor 2: Project Approach

i. Sub-factor 1: Pre-Construction Approach

Each Proposer shall define its approach to the Project by describing a project management plan that details how the Proposer intends to successfully accomplish the pre-construction services of the Project. This description shall include details that demonstrate a Proposer's knowledge of Project issues and goals, potential strategies to overcome Project challenges, how the Proposer intends to execute the pre-construction services of the Project, as well as methods to manage Project risks during the pre-construction phase. The Proposer is expected to discuss specific examples of the Proposer's Project approach for the pre-construction phase, which must include, but is not limited to, the following:

1. A management plan describing the pre-construction services.
2. Approach to pre-construction risk management, which includes at a minimum a risk register that identifies, qualifies, and describes prospective risks for the pre-construction phase of the Project. The risk register is to be appended to the Proposal and will not count toward the 25-page limit. This item shall be provided on either an 8-1/2 inch x 11 inch or 11 inch x 17 inch, single-sided page(s). This item does not have to be limited to one (1) page. The font specifications outlined in Section 4.1.D shall not apply to the risk register.
3. Each shortlisted Proposer shall discuss its production-based cost estimating approach to allow the Department to assess the shortlisted Proposer's ability to provide an open-book understanding of costs. In response to this evaluation factor, the shortlisted Proposer shall not include any pricing information. The shortlisted Proposer shall communicate its use of cost models, OPCC estimates, and the intent to create transparency in sharing cost information so that the shortlisted Proposer, Department, the Design Service Provider, and the ICE can understand tasks and costing assumptions for considering design alternatives and benefits from risk mitigation and application of innovation.

4. Approach to Partnering.

ii. Sub-factor 2: Construction

Each Proposer shall define its approach to the Project by describing a project management plan that details how the Proposer intends to successfully accomplish the construction of the Project. This description shall include details that demonstrate a Proposer's knowledge of Project issues and goals, potential strategies to overcome Project challenges, and methods to manage Project risks. In addition, this description shall specifically discuss how the Proposer intends to execute and/or manage the following work elements:

- Bridge rehabilitation (seismic retrofitting, painting, and other structural rehabilitation measures);
- Tunnel rehabilitation (replace roadway slabs and damaged wall tiles, repair safety walks, and other structural rehabilitation measures);
- Geotechnical work (slope stabilization adjacent to tunnel portals);
- Roadbed reconstruction (PBS and PCCP); and
- Highway and tunnel operational improvements (tunnel lighting, ITS improvements, photometric controls, central system integration and operational implementation, and incident detection and communications).

The Proposer is expected to discuss specific examples of the Proposer's Project approach for the construction phase, which must include, but is not limited to, the following:

1. A construction management plan, which is defined as the approach to packaging, segmenting, or sequencing the work.
2. Approach to construction risk management, which includes at a minimum a risk register that identifies, qualifies, and describes prospective risks for the construction phase of the Project. The risk register is to be appended to the Proposal and will not count toward the 25-page limit. This item shall be provided on either an 8-1/2 inch x 11 inch or 11 inch x 17 inch, single-sided page(s). This item does not have to be limited to one (1) page. The font specifications outlined in Section 4.1.D shall not apply to the risk register.
3. Approach to quality control.
4. A contracting plan for the construction of the work, which shall list the elements of work that are intended to be self-performed by the Proposer and the elements that are intended to be subcontracted. (See also Paragraph 2 of Attachment G to the Pre-Construction Services Agreement, which sets forth certain requirements and limitations regarding self-performance. Note: the Proposer shall not explicitly list any proposed subcontractors in their response.) For the work proposed to be self-performed, the Proposer shall demonstrate to the Department how it will ensure that the cost of the self-performed work will be competitive, fair, and reasonable or otherwise in the best interest of the State. For the work proposed to be subcontracted, the Proposer shall describe how the Proposer will identify and encourage subcontractors to submit qualifications and bid packages to ensure that

the cost of the subcontracted work will be competitive, fair, and reasonable or otherwise in the best interest of the State.

5. Approach to communications.

C. Proposal Evaluation Factor 3: Past Project Innovation

Each Proposer shall describe specific technical or production innovations related to pre-construction or construction services that the Proposer has implemented from past experience on projects of similar size, scope, and construction complexity as the Project and that may further improve how the Proposer achieves Project goals. Each Proposer shall describe beneficial impacts of the innovation(s) applied on each of the past project's schedule, cost, and quality. For each project listed, information shall include the information described in Section 4.3.A.ii.

D. Proposal Evaluation Factor 4: Approach to Schedule

The Proposer shall provide a draft schedule for the Project's pre-construction and construction phases with a realistic view of known constraints. The proposed schedule shall identify the duration anticipated from Notice to Proceed and account for anticipated impacts of weather. The schedule shall be a critical-path schedule with milestones clearly delineated and include substantial completion. The Construction Manager shall base its schedule for the purposes of evaluation on the anticipated design milestones and the Construction Contract listed in Table 1 of Appendix A.

The draft schedule shall be appended to the Proposal and will not count toward the 25-page limit. This item shall be provided on either an 8-1/2 inch x 11 inch or 11 inch x 17 inch, single-sided page(s). This item does not have to be limited to one (1) page. The font specifications outlined in Section 4.1.D shall not apply to the schedule.

The Proposer shall also discuss factors that would affect schedule, such as outside constraints, seasonal work, materials, equipment, and labor availability.

4.4 Section Not Used

4.5 Interview Evaluation Factors

100 Points Total

An interview will be a mandatory part of the selection process after the Evaluation Panel establishes a shortlist of Proposers. Section 3.4 provides more information regarding the shortlist notification, participation, evaluation, and scoring of the interview. The structure of the interview will be as follows:

A. Presentation

The shortlisted Proposer shall prepare a short presentation (fifteen [15] minutes in length) that describes the shortlisted Proposer's ideas, unique experience and resources, and current Project innovation applicable to meeting or exceeding the Project goals and working within the CMAR project delivery method. This is the part of the interview where a shortlisted Proposer must communicate to the Evaluation Panel why it is the best candidate, answering the question of what strategies and abilities the shortlisted Proposer can bring to this Project that makes it the best candidate.

The shortlisted Proposer shall discuss two (2) innovative ideas or concepts related to the Project that may further improve how the Proposer achieves Project goals. The shortlisted Proposer shall also discuss specific details regarding the anticipated value of the innovation as

related to the Project goals. The Proposer shall discuss no more than two (2) innovative ideas for the Project.

Scoring for the short presentation is listed in the Interview Evaluation Scoring Form in Appendix B.

B. Interview

The Department shall evaluate a shortlisted Proposer by a question and answer session with the Evaluation Panel and/or a team challenge. The shortlisted Proposer will be evaluated on its ability to provide effective and relevant responses that demonstrate the shortlisted Proposer's capability to apply approaches that resolve Project issues and challenges and that promote opportunities to meet or exceed Project goals.

- i. Question and answer session with the Evaluation Panel: The questions asked in this session will be the same for all shortlisted Proposers and provided at the interview. The Proposers will be asked to respond to questions of approach related to the Project goals and the CMAR project delivery method. The topics of these questions, though not the specific questions, will be provided with the invitation to interview the shortlisted Proposers received from the Department.
- ii. Team challenge: Each shortlisted Proposer may be given a written challenge where the Proposer reviews and proposes a course of action to address the elements in a problem presented. The shortlisted Proposer will be given twenty-five (25) minutes to review the team challenge, to deliberate, and to prepare a response or solution. The shortlisted Proposer will then be given five (5) minutes to present a formal response or solution to the Evaluation Panel.

Shortlisted Proposers will be evaluated on their ability to apply the skills and knowledge identified in their Proposal to address a problem statement consistent with: 1) the CMAR services required for the Project, and 2) meeting or exceeding Project goals. The Evaluation Panel will also evaluate the shortlisted Proposer on its interaction (including verbal) as a team during the team challenge deliberations and presentation, how thorough and organized the shortlisted Proposer presents its solution to the team challenge, and the soundness and applicability of the solution to the Project and its goals.

C. Construction Management Fee

Using Form SFCM and per the instructions listed in Section 3.1.L, the Proposer shall provide a fixed fee for management of the construction work, expressed as a percentage of the total construction cost. The fixed fee shall be overhead and profit as defined as profit and home office overhead (all auditable costs that are allocated to all projects) but not field office overhead or field office direct expenses. To determine the score for the construction management fee as listed in the Interview Evaluation Scoring Form in Appendix B, the Department will utilize a formula based on the ratio of a Proposer's construction management fee to the lowest construction management fee submitted by all Proposers as follows:

Lowest construction management fee divided by Proposer's construction management fee multiplied by the evaluation factor points (Appendix B) equals the Proposer's construction management fee score.

The Department shall not be obligated to accept the lowest construction management fee, but will make an award in the best interests of the State after all factors have been evaluated. (NRS 333.335)

Appendix A. Project Description and Scope of Services

RFP No.: 309-12-015

Project Title: I-80 Carlin Tunnels

Attachment A
<Enter name of Construction Manager>
Scope of Services for I-80 Carlin Tunnels

The following describes the Scope of Services for the <enter name of Construction Manager>, acting as the Construction Manager, for the I-80 Carlin Tunnels (Project).

PROJECT DESCRIPTION

The Nevada Department of Transportation (Department) proposes to extend the service life of Interstate 80 (I-80) in Elko County from milepost EL-7.5 to milepost EL-9.33. The Project is located approximately seven (7) miles east of Carlin, Nevada. This section of I-80 carries eastbound and westbound traffic through a local canyon and over the Humboldt River. To address existing roadway deficiencies, the Project includes, but is not limited to, the following elements, which are further described below:

- Reconstructing and rehabilitating roadway pavement;
- Rehabilitating and seismically retrofitting Carlin Canyon Bridge #1, #2, #3, and #4; and
- Repairing and upgrading the Carlin Tunnels (Tunnels), including improvements to the existing lighting in the Tunnels.

Roadway Pavement Reconstruction and Rehabilitation

The concrete pavement on the west and east of the tunnel (MP 7.512 to MP 9.33 minus the Tunnels) was installed in 1995 with 11-inch portland cement concrete pavement (PCCP) on a 3-inch cement-treated base. Slabs near the tunnel have developed continuous and approximately 500-foot long cracks in two (2) sections. Unsuccessful attempts have been made to repair these two sections using crack stitching techniques. This 1.8-mile section of the roadway consists of five (5) structures, including the Tunnels. Because of the short distance between the structures, rubbelization with plantmix bituminous surfacing (PBS) overlay option is not a recommend option. Instead, the Department recommends replacing the concrete pavement with 9-inch PBS, a 16-inch base, and a ¾-inch open grade.

Carlin Canyon Bridge Rehabilitation and Seismic Retrofit

There are eight (8) bridges that require rehabilitation and seismic retrofitting, B1066 Eastbound and Westbound (E&W), B1111E&W, B1112E&W, and B1113E&W. Each bridge is a three-span, three-girder, composite steel I-girder. Furthermore, each bridge has different widths, girder spacings, and span lengths. The abutments are short, seat type, with concrete caps founded on steel H-piles. The piers consist of variable width and depth concrete pier caps supported by 8-foot diameter concrete columns. The pier footings are relatively shallow spread footings founded on bedrock.

Due to severely deteriorated bridge rails and significantly cracked and spalled bridge deck overhangs, the strength of the existing deck concrete is not known. However, there is potential for reactive aggregate degradation within the bridge's concrete that could affect strength and influence design considerations for rail replacement. The bridge steel girders and diaphragms exhibit localized paint failures with associated surface corrosion of the exposed steel. The paint is assumed to contain lead. Additionally, the concrete wearing surface of the approach slabs have longitudinal and map cracks up to 1/16-inch wide and isolated cracks to 1/8-inch wide. Abutment and approach embankments are comprised of unprotected soil fill material.

Recommended repairs include replacement of the bridge deck wearing surface, bridge rails, approach slabs, expansion joints, and relief joints, in addition to removing the lead-based paint

and re-painting the superstructure. Further rehabilitation analysis is provided in the draft Bridge Rehabilitation Report, dated July 2012.

Based on the As-Built Assessment, the existing bridges were also evaluated for potential structural deficiencies and catastrophic failure that may occur during the design seismic event. The steel bearings supporting the superstructure at the abutment seats and piers contain older and seismically-vulnerable details that were determined to be insufficient to prevent displacement of the superstructure, unseating at the abutments, and drop off failure at the piers that could occur during a seismic event.

To meet the Federal Highway Administration (FHWA) seismic performance level criteria for life safety (Performance Level 1), two (2) retrofit options have been presented, of which one (1) has been advanced for recommendation. The recommended option involves a response modification approach that uses seismic isolation bearings. This option would provide a more economical solution that avoids work adjacent to the Humboldt River and reduces construction activity and potential permitting requirements associated with retrofitting the existing pier footings. The draft Bridge Seismic Retrofit Report, dated July 2012, provides a description of the preliminary seismic analysis to develop potential retrofitting solutions for both retrofitting options presented.

Carlin Tunnels Repair and Upgrade

The Tunnels (T1110E&W) consist of twin-bore tunnels (each approximately 1,400 feet in length), which are lined with reinforced concrete. Each tunnel has cut-and-cover portal sections at each respective end, which are approximately 25 feet in length.

Based on a Tunnel Assessment that analyzed the structural conditions of the Tunnels, it was determined that the concrete roadway slabs within the Tunnels were generally in good condition, excluding areas near the portal headwalls where large cracks and deterioration were observed. The existing pavement structure within the Tunnels is 12-inch PCCP on 8-inch drain rock. Records show that the pavement is reinforced at the portals of the Tunnels. The pavement was installed in 1972 as part of the original tunnel construction. No major rehabilitation work has been performed on the pavement since the original construction. District crews have been maintaining the pavement in drivable condition with patching and minor maintenance work. Signs of alkali-silica reactivity (ASR) are visible on the slabs. Subsequent lab testing confirmed the existence of ASR. The pavement section is in poor condition and has attained its service life. Additionally, the drain rock was installed as part of the original construction. There is no reliable and conclusive way to assess the remaining life and the future functionality of the existing drain rocks.

As shown in the construction plans, the drainage system of the tunnel pavement was originally intended to be constructed with perforated drain pipe underneath the drain rock. However, as-built construction plans show that the drainage system was constructed with non-perforated pipe. This was verified by capturing videos inside the drain pipe. As a result, the drainage system does not function as originally intended.

Extensive deterioration of the safety walks, in the form of large cracks and spalled concrete, was also observed throughout the Tunnels. Analysis of the two (2) concrete cores sampled during field exploration showed considerable ASR. Additionally, the core sample closest to the roadway showed high chloride concentrations. Despite this, the hydraulic features within the Tunnels still function properly and convey water runoff as designed. However, some of the 3-inch downcomer and cross drains have mineral buildup that could limit water seepage from behind the tunnel liner. Lastly, the Tunnels' overhead lighting appears to be attached to tunnel lining by rods connected to threaded inserts embedded in the lining.

To address Tunnel deterioration and structural concerns, recommendations include the following:

- Removing and replacing at least six (6) inches of concrete around the accessible perimeter of all safety walks;
- Replacing all roadway slabs within the Tunnels;
- Replacing damaged and missing wall tiles;
- Locating and removing problematic light hangers;
- Removing and upgrading existing lighting system;
- Installing intelligent transportation systems (ITS) including photometric controls, central system integration, and incident detection and communications; and
- Removing and replacing waterproofing membrane and joint sealer on removable reinforced concrete access covers behind both portal headwalls.

Environmental Status

The Project will require a National Environmental Policy Act (NEPA) approval by FHWA. The Department is presently working with FHWA on obtaining this approval prior to the completion of final design and request for a Construction GMP bid or fixed price bid from the Construction Manager. Release of the RFP does not obligate FHWA to approve NEPA for this Project. Failure to obtain FHWA NEPA approval may result in delay or cancellation of the Department's construction of this Project.

It is anticipated that the Project will require Nevada Department of Environmental Protection (NDEP) Section 401 and United States Army Corps of Engineers Section 404 permits because the Humboldt River is a part of the waters of the United States (WOUS) and the seismic retrofit element of the Project could potentially require work within the Humboldt River.

Design Status and Project Risks

The Project is currently at the thirty percent (30%) design stage, and it is anticipated that the design is to be finalized once a Construction Manager has been selected through the CMAR process. The existing plan set, all applicable reports, and other Project-related documentation are located at:

<ftp://ftp.dot.state.nv.us/Public/RFP%20%23309-12-015%20I-80%20Carlin%20Tunnels/>

If the Project cannot be delivered within the allocated budget or in a manner satisfactory to the Department, in its sole discretion, the Department retains the option, in its sole discretion, to cancel the Project, modify the Project scope, or deliver the Project by other means.

Some of the currently identified Project risks include the following:

- Environmental impacts to rehabbing and retrofitting bridges over the Humboldt River and within surrounding areas;
- Coordination and scheduling of multi-disciplinary work in confined areas;
- Design alternatives of tunnel pavement section and constructability;
- Constructability of the tunnel pavement section and hydraulic features;
- Limited quality material sources; and
- Traffic control, including duration of tunnel closures.

The Department anticipates that additional Project risks will be identified through the design process with the assistance and input of the Construction Manager.

PROJECT TEAM AND THIRD PARTY STAKEHOLDERS

The Construction Manager shall partner with other members of the Project Team. Without limitation, the following groups will be part of that coordination and will be required to coordinate with each other:

1. The Department's Program and Project Managers
2. The Department's Designer
3. The Department's Construction/Resident Engineer
4. Design consultants and any subconsultants
5. Independent Cost Estimator (ICE)
6. Construction Manager and any subcontractors
7. The Department's District III
8. The Department's Traffic and Operations Division
9. The Department's Structural Division
10. U.S. Army Corps of Engineers (USACE)
11. Federal Highway Administration (FHWA)
12. Nevada Division of Environmental Protection (NDEP)

PROJECT GOALS

The goals of the Project are to:

1. Successfully coordinate, design, and construct a complex, multi-disciplinary Project that involves the following elements of work:
 - a. Bridge rehabilitation (seismic retrofitting, painting, and other structural rehabilitation measures);
 - b. Tunnel rehabilitation (replace roadway slabs and damaged wall tiles, repair safety walks, and other structural rehabilitation measures);
 - c. Geotechnical work (slope stabilization adjacent to tunnel portals);
 - d. Roadbed reconstruction (plantmix bituminous surfacing PBS and PCCP); and
 - e. Highway and tunnel operational improvements (tunnel lighting, ITS improvements, photometric controls, central system integration and operational implementation, and incident detection and communications).
2. Minimize impacts to traffic while considering sequencing, duration, and limits of roadway and tunnel detours, closures, and winter shut-downs.
3. Reconstruct the roadway, retrofit the Project bridges, and repair the Tunnels with the highest quality Project materials available considering the applicable Project risks.
4. Complete the project with zero (0) environmental compliance incidents or issues, adhering to all permit, stakeholder, and Departmental environmental commitments and requirements.
5. Maximize the service life of Project improvements by applying innovations in construction materials, means, and methods.
6. Build a professional and collaborative Project Team.
7. Strive to achieve zero (0) change orders on the Project resulting from the Project Team's failure to identify and manage Project risks.

CONTRACT SCHEDULE AND PROJECT WORK DURATION

Contract Schedule

The Services shall commence upon Notice to Proceed received from the Department. Table 1 has been established to ensure timely Project delivery.

Table 1: Preliminary Meeting Schedule

MEETING DESCRIPTION	DATE	LOCATION
Project Kickoff Meeting	November 2012	Department HQ
Partnering Meeting/Initial Approach to Cost Meeting	November 2012	Department HQ
Regular progress meetings/discipline workshops	Bi-monthly	TBD
Design Review/ Design Milestone Meeting #1 (including DBE Performance Plan)	December 2012	Department HQ
Schedule/OPCC/Risk Assessment Meeting #1	December 2012	Department HQ
Design Review/Schedule/OPCC/Risk Assessment Meeting #2	January 2013	Department HQ
Partnering Meeting	January 2013	Department HQ
Final Design Review/Schedule/OPCC/Risk Assessment Meeting	February 2013	Department HQ
Construction Contract	April 2013	Department HQ

Project Work Duration

1. Work duration: The time period for the Project work described in this Scope of Services is approximately ninety (90) working days, with Services beginning within five (5) working days of the Notice to Proceed for pre-construction services. Work duration for construction will be identified in the Construction Contract.
2. Project construction schedule: It is the intent that the Project Team works collaboratively to develop the Project design in an efficient and prompt manner. The Department requires an acceptable Construction GMP or fixed price for the Project, or a portion thereof, in order to award a Construction Contract no later than April 1, 2013. Given the need to address concerns of a wide variety of stakeholders, it is critical to develop a construction schedule minimizing impacts to the traveling public.

Compensation and Payment

The Construction Manager shall be compensated and paid in accordance with conditions set forth in Article IV and Article V of the Pre-Construction Services Agreement and its associated attachments.

SCOPE OF SERVICES SUMMARY

The Construction Manager shall work with and become part of the Project Team, which also consists of the Department's Program and Project Managers, the Department's Design Service Provider(s), the Independent Cost Estimator (ICE), and the Department's Construction Engineering Service Provider(s), to accomplish the following tasks. In addition, the Construction Manager shall work with other key stakeholders and/or third parties identified by the Department.

TASKS

The Construction Manager's tasks shall include the following.

Task 1.0: Project Team Kickoff Workshop

The Construction Manager shall collaboratively work with the Department Project Manager to plan, attend, and actively participate as a member of the Project Team in the Project Team kickoff meeting to be led by the Department. The Project Team kickoff workshop may include discussion of the following activities:

1. Introduction to the Project, the CMAR project delivery method, the partnering process, and the Project stakeholders
2. Presentation of Project elements and the Project scope
 - a. Project status, goals, objectives, etc.
 - b. Project information, including relevant plans, specifications, studies, and reports
3. Project schedule and major milestones
 - a. Project Team meetings
 - b. Major Project activities
4. Identification of roles and responsibilities for the Project Team
 - a. Owner
 - b. Designer
 - c. Construction Manager
 - d. ICE
5. Process for design input
 - a. Innovation
 - b. Alternative design analysis
 - c. Designer's needs
6. Communications protocol and plan
7. Identification of change management process
8. Initial discussions on
 - a. Cost/pricing development
 - b. Project risks identification
9. Questions/Answers
10. Project Tour/Field Visits

Assumptions: ****Note: The Project Manager shall identify the members and personnel of the Construction Manager's team that will attend and participate in the workshop. The Project Manager will also document in this section the location, duration, and number of workshops for this task.*

Deliverable: Participation in meeting.

Task 2.0: Initial Approach to Cost Meeting

The Construction Manager shall participate in a meeting with the Department and ICE to establish baseline production rate assumptions and various other input standards for formulation of future cost and schedule estimates. The purpose of this meeting will be to establish like assumptions for construction means and methods as well as to establish the plan to communicate changes in scope, quantity, and phasing between the Construction Manager and the ICE in order to affirm a consistent foundation for estimation.

The Construction Manager shall attend and actively participate in this meeting by:

- Directing an open discussion with the Department and the ICE regarding specific assumptions, and
- Discussing cost/pricing development and process for design input, analysis, evaluation, and resolution of the Construction Manager's input into the design and specification development process.

Assumptions: ****Note: If a specific meeting(s) is anticipated, the Project Manager shall identify the members and personnel of the Construction Manager's team that will attend and participate in the meeting(s). The Project Manager will also document in this section the location, duration, and number of meetings for this task.*

Deliverable: Document the description and assumptions for the work elements that communicate the open-book estimating practices for the Project, including production rate assumptions.

Task 3.0: Partnering

The Construction Manager shall participate in a partnering process among all members of the Project Team. The partnering process shall take place during the entire length of this Pre-Construction Services Agreement. A facilitator shall be chosen by the Department.

Assumptions: ****Note: If a specific meeting(s) is anticipated, the Project Manager shall identify the members and personnel of the Construction Manager's team that will attend and participate in the meeting(s). The Project Manager will also document in this section the location, duration, and number of meetings for this task. <Identify the members and personnel of the Construction Manager's team that will attend and participate> shall plan to attend two (2) partnering meetings.*

Deliverable: Participation in meetings. Provide partnering workshop facilitator.

Task 4.0: Project Meetings and Document Review

The Construction Manager shall advise, assist, and provide written documentation relative to the following:

- Plan and specification clarifications

- Schedule analysis, including acceleration opportunities
- Phasing or sequencing
- Constructability and bidability
- Availability of materials
- Cost/benefit analysis
- Maintenance of traffic
- Staging needs
- Third party impact avoidance and reduction strategies
- Value analysis and innovation
- Risk identification and mitigation
- NEPA

The Construction Manager shall attend, participate in, and provide input in the form of written comments at the following milestone meetings, which may include:

- Intermediate Design Review Meeting (Design Milestone Meeting #1)
- Final Design Review Meeting (Design Milestone Meeting #2)
- Discipline workshop(s): This workshop(s) focuses on specific discipline work effort (e.g., pavement, structures, lighting), and the appropriate members of the discipline on Construction Manager's team shall attend.
- Risk identification and resolution meetings: These meetings focus on identifying and documenting Project-specific risk, which includes risk definition, probability of occurrence, potential mitigation strategies (including consideration of NEPA issues and mitigation strategies with the goal of an improved FHWA NEPA document), magnitude of cost and quantity impacts, and schedule impacts. This meeting(s) shall assign risk ownership and document resolution. *<Identify the members and personnel of the Construction Manager's team that will attend and participate>* shall attend three (3) formal risk analysis meetings.
- Project cost model and schedule development meetings: These meetings focus on establishing, modifying, and maintaining the production-based cost model so that assumptions, contingency, risk, and approach to the estimate are fully understood by the Project Team. The meeting will also focus on developing the construction phase schedule. The Construction Manager shall plan to develop three (3) Opinion of Probable Construction Cost (OPCC) estimates and attend three (3) corresponding resolution meetings.
- Specifications development workshop(s): This workshop(s) focuses on clearly defining the Project-specific work items and their methods of measurement and payment so that the work items are fully understood by the Project Team. *<Identify the members and personnel of the Construction Manager's team that will attend and participate>* shall attend this workshop(s).

The Construction Manager shall be given assignments and tasks for follow-up during the meetings, as well as a schedule for performing and completing such assignments and tasks. The Construction Manager shall be responsible to timely meet the commitments for response in a format acceptable to the Department (e.g., comment and resolution form, redlined drawings, written report, and electronic track changes) and within the time period directed by the

Department, which, in determining such schedule, shall consider a deliverable's size and complexity. The Project Team shall establish these expectations, assignments, and commitments at the Project Team kickoff workshop and shall regularly update and discuss the same items during Project meetings. Table 2 lists the review response period for the specified document types, measured from receipt by the Construction Manager of the applicable documents.

Table 2: Review Response Periods

Document	Review Response Period
Plan Sets	Not to exceed five (5) business days
Documents 10 pages or less	Not to exceed forty-eight (48) hours
Documents 10 pages or more	Not to exceed five (5) business days
Verify meeting minutes	Not to exceed twenty-four (24) hours

Deliverable: Providing input and participating in each meeting and following up on assigned tasks from each meeting.

Task 5.0: Risk Management

The Construction Manager shall identify, quantify, document, and implement Project and construction risks and risk avoidance, reduction, and mitigation strategies, as well as monitor and provide written input into a Project risk register. The risk register will be maintained by the Department. The Construction Manager shall participate in the preparation, modifications, and maintenance of a risk register, and the Construction Manager shall continuously communicate its assumptions regarding impacts to risk as the design progresses.

Assumptions: ****Note: If a specific meeting(s) is anticipated, the Project Manager shall identify the members and personnel of the Construction Manager's team that will attend and participate in the meeting(s). The Project Manager will also document in this section the location, duration, and number of meetings for this task. As noted under Task 4.0, <Identify the members and personnel of the Construction Manager's team that will attend and participate> shall plan to attend three (3) formal risk analysis meetings.*

Deliverable: The Construction Manager shall submit written documentation for the risk register specifying the associated value, savings, and cost of risk avoidance, reduction, and mitigation strategies during each design milestone meeting, at a minimum.

The Construction Manager shall also submit, at the time of the Construction GMP bid or fixed price bid, a report that summarizes the decisions for risk elimination or reduction and associated value of each decision in terms of cost and savings in direct relationship with its bid. Refer to Task 12.0 herein for further information regarding the Construction GMP bid and the fixed price bid.

Task 6.0: Innovation Management

The Construction Manager shall develop, propose, and track challenges and quantify benefits of innovations throughout the pre-construction phase, including proposing criteria to evaluate suggestions and select improvements that will offer the most value in terms of cost, schedule, and quality. The Construction Manager shall prepare, modify, and maintain an innovation register, which identifies the person and entity that proposed the idea, the value of the idea (in terms of cost, savings, risk reduction/mitigation, and schedule impact), and which ideas were incorporated by the Project Team into the final design and construction documents.

Assumptions: ****Note: If a specific meeting(s) is anticipated, the Project Manager shall identify the members and personnel of the Construction Manager's team that will attend and participate in the meeting(s). The Project Manager will also document in this section the location, duration, and number of meetings for this task.*

Deliverable: The Construction Manager shall submit written documentation for the innovation register of all suggested innovations during each design milestone meeting, at a minimum.

The Construction Manager shall also submit, at the time of the Construction GMP bid or fixed price bid, a report that summarizes both the innovations considered and the innovations implemented. Refer to Task 12.0 herein for further information regarding the Construction GMP bid and the fixed price bid.

Task 7.0: Project Construction Schedule Development

The Construction Manager shall create and update Project pre-construction and construction schedules. The Project Team will work together to create a baseline construction schedule, which will be updated, at a minimum, at major design milestones designated by the Department *<specify duration, e.g., and then monthly thereafter>*. The schedule shall include each Project phase and identify key milestones, deliverables, and dependencies, along with durations for design, pre-construction, procurement, construction management, and construction work. The Construction Manager shall also identify roles and responsibilities for each item of work represented in the schedule.

Assumptions: ****Note: If a specific meeting(s) is anticipated, the Project Manager shall identify the members and personnel of the Construction Manager's team that will attend and participate in the meeting(s). The Project Manager will also document in this section the location, duration, and number of meetings for this task.*

Deliverable: The Construction Manager shall provide a detailed schedule(s) in *<specify software requirements for Project schedule(s), which may be different platforms for pre-construction than construction schedule>*, which will be updated, at a minimum, at major design milestones designated by the Department, as necessary. The schedule shall include a narrative report documenting key critical path elements of the schedule and the critical assumptions and/or decisions that may impact schedule adherence. The Construction Manager shall also include in the report any acceleration opportunities and the cost (or savings) and prerequisites thereof and the extent of the potential schedule acceleration.

The Construction Manager shall provide a finalized construction schedule with its Construction GMP bid or fixed price bid, which will be part of the Construction Contract and adhered to by the Construction Manager for the duration of the construction phase.

Task 8.0: Project Construction Cost Estimate Development

The Construction Manager shall develop and provide open-book, production-based cost estimates for the Project Team's examination so that assumptions, contingency, risk, and approach to the estimate are fully identified, delineated, and understood by the Project Team.

The Construction Manager shall be responsible for verifying the quantities and methods of measurement and payment for all Project work items.

Assumptions: ****Note: The Project Manager will identify, in this section, the number of times the estimate is required related to this task. If a specific meeting(s) is anticipated, the Project Manager shall identify the members and personnel of the Construction*

Manager's team that will attend and participate in the meeting(s). The Project Manager will also document in this section the location, duration, and number of meetings for this task.

Deliverable: The Construction Manager shall provide a construction cost estimate for the Project during each design milestone meeting, at a minimum. The construction estimate shall be provided in two separate formats, one that is consistent with the production-based cost model and one that is consistent with the engineer's estimate (formatted in an Excel spreadsheet with bid item descriptions, quantities, and units). The estimate shall reflect and be consistent with the agreed upon methods and measurements of payment anticipated for each bid item and in accordance with the requirements established during the Initial Approach to Cost Meeting. The Construction Manager shall also provide a narrative report documenting the summary of markups, escalation, overhead, profit, and contingency. The report shall document critical assumptions, clarifications, and/or decisions of costing that may impact the fluctuations in pricing adherence and a description of allowances and exclusions.

The Department will review the submitted estimates and identify items not in agreement among the CMAR, ICE, and Department. The Construction Manager will be required to attend construction estimate review meetings as necessary to discuss assumptions and allocations associated with unit prices not in agreement. The construction schedule submitted under Task 7.0 shall coincide with the production and phasing assumptions used in the development of these cost estimates.

Task 9.0: Development of Subcontracting Plan

The Construction Manager shall develop its subcontracting plan in accordance with all requirements listed below as well as all applicable NRS requirements, including, without limitation, NRS Chapter 338.

Prior to both (a) soliciting any qualifications, proposals or bids for subcontracts, and (b) submitting a bid for a Construction Contract for the Project or a portion thereof, the Construction Manager shall submit to the Department for its review and approval a reasonable procedure for the conduct of the procurement and approval processes applicable to subcontracts. Such procedures shall include times for each step of the qualification and proposal processes, with qualification determinations and selections to be made in accordance with NRS 338.16991 and 338.16995 and related regulations. The subcontracting plan shall be subject to the approval of the Department, in its sole discretion, and adhere to the following:

- The Construction Manager shall recommend a division of the work to facilitate the bidding and award of trade contracts.
- The Construction Manager shall provide for involvement by the Department in subcontractor solicitation, bidding, and selection as set forth in NRS 338.16995.
- The Construction Manager will recommend which work, if any, should be procured through value-based competitive selection, in lieu of low bid. All subcontracts for which the estimated value is at least 1 percent (1%) of the total cost of the public work, whether the selection is value-based or low bid, shall comply with NRS 338.16991 through NRS 338.16995.
- The Construction Manager shall identify work that the Construction Manager proposes to self-perform (which must be no less than 51 percent (51%) of the work, measured on a dollar value basis) and identify how the Construction Manager will ensure that the pricing of self-performed work will be most advantageous to the Department.

The subcontracting plan shall include provisions implementing the following requirements:

1. The Construction Manager must determine that at least three (3) subcontractors in each trade or scope of work necessary to provide labor, materials and equipment for the Project are qualified to submit a proposal for the Project, unless the construction manager received written approval of the Department to qualify fewer than three subcontractors in a particular trade or scope of work.
2. If the Construction Manager has qualified three (3) or more subcontractors to submit proposals for a trade or scope of work and has received fewer than three (3) proposals for that trade or scope of work by the time set for the opening of such proposals, the Construction Manager may not open any proposal for that trade or scope of work until it receives written instructions from the Department on how to proceed. If the Department directs the Construction Manager to solicit additional proposals for that trade or scope of work, a subcontractor that has submitted a proposal for such trade or scope of work may withdraw its proposal and resubmit at the time set for soliciting additional proposals.
3. The Construction Manager shall time stamp all envelopes containing proposals to provide labor, materials or equipment for the Project upon receipt of each proposal. Before opening the proposals at the predetermined time, the Construction Manager shall confirm that the subcontractor submitting a given proposal was qualified by the Construction Manager, attended the preproposal meeting, and was timely received by the Construction Manager. The Construction Manager shall not open and shall return all proposals not meeting these three (3) requirements.
4. At the time subcontractor proposals are opened, the Construction Manager shall compile and provide to the Department or its authorized representative a list that includes, without limitation, the name and contact information of each subcontractor who submits a timely proposal and the price of the proposal submitted by the subcontractor. The list must be made available to the public upon request.
5. Prior to entering into a subcontract, the Construction Manager shall inform the Department or its authorized representative which subcontractor has been selected and provide the Department with access to the proposals, bids, and the evaluation materials.
6. The Construction Manager shall make available to the public, including, without limitation, each subcontractor who submits a proposal, the final rankings of the subcontractors and shall provide, upon request, an explanation to any subcontractor who is not selected of the reasons why the subcontractor was not selected.
7. If the Construction Manager receives a written protest from a subcontractor proposer no later than three (3) full business days following the Construction Manager's selection of a subcontractor, the Construction Manager shall not execute a contract for that subcontract package without first providing at least two (2) full business days written notice to all proposers of the Construction Manager's intent to execute a contract for the subcontract package. Construction Manager's protest procedures shall be subject to the prior written approval of the Department.
8. The Construction Manager shall enter into a subcontract with a subcontractor selected pursuant to the approved subcontracting plan and this Attachment A and shall not have the right to make any substitution of any such subcontractor except in accordance with the provisions of NRS 338.16995.
9. If, prior to award and execution of a Construction Contract, the Department objects to the use of a subcontractor for subcontracted work on such Construction Contract and such subcontractor has been properly selected by the Construction Manager in accordance with the requirements of the approved subcontracting plan and this Attachment A, the Department shall issue a written request to the Construction Manager to change the

subcontractor and shall pay any actual and direct increase in the Construction Manager's costs, including an adjustment to the Construction GMP or fixed price resulting from the change. The increase shall be based solely on, and be limited to, the direct cost differential between the initial subcontract cost of the original subcontractor and the initial subcontract cost of the changed subcontractor and shall exclude any additional mark-up, profit, and overhead by the Construction Manager. Other than providing such compensation, if any, the Department shall have no further responsibilities, liabilities, or obligations arising out of such objection and change of subcontractors. Replacement of subcontractors after award and execution of the Construction Contract, including, without limitation, in connection with unsatisfactory performance, shall be governed by the terms of the Construction Contract.

Deliverable: The Construction Manager shall provide a subcontracting plan no later than *<<enter the number of (x)> calendar days after the Notice to Proceed for pre-construction services is issued.> or <specify a milestone point, such as the intermediate design milestone.>* The Construction Manager shall update this plan as of the final design milestone and submit an approved final subcontracting plan prior to its submittal of its Construction GMP bid or fixed price bid. All documentation necessary to support adherence to the requirements of NRS 338.16991 and NRS 338.16995 and the regulations related thereto shall be included in the subcontracting plan update. If the Department elects to consider a Construction Contract for only a portion of the Project, the subcontracting plan must be submitted and approved prior to submittal of any Construction GMP or fixed price related thereto.

Task 10.0 Development of a DBE Performance Plan

The Construction Manager shall work with the Department's Contract Compliance Division to draft and finalize a Disadvantaged Business Enterprise (DBE) performance plan to apply during the Construction Contract and for accomplishment of all construction. The DBE performance plan shall address the manner in which the Construction Manager shall document its efforts to meet the DBE goals and requirements, as well as address monitoring and reporting requirements. The DBE performance plan shall be subject to the approval of the Department's Contract Compliance Division in its sole discretion.

Deliverable: The Construction Manager shall provide an approved DBE performance plan that documents the DBE percentage goal and DBE documentation requirements no later than the intermediate design milestone (Design Milestone Meeting #1). The Construction Manager is responsible to obtain approval of the DBE performance plan from the Department's Contract Compliance Division prior to submittal to the Department Project Manager. The Construction Manager shall submit the required DBE documentation as per the approved DBE performance plan prior to submittal of its Construction GMP bid or fixed price bid. If the Department elects to consider a Construction Contract for a portion of the Project, the DBE performance plan must be submitted and approved prior to submittal of any Construction GMP or fixed price related thereto.

Task 11.0: Pre-Construction Work (as applicable)

The pre-construction work, if any, shall be at the direction of the Department, in its sole discretion, and may include, without limitation, design and/or Project-related activities, such as:

- Subsurface utility exploration (SUE), if needed;
- Survey, as needed; or
- Other design-related activities, as needed.

All such activities shall be consistent with the NEPA process.

Task 12.0: Construction GMP Bid(s) or Fixed Price Bid

At the time that the Department determines that the design for the Project or any portion thereof has been sufficiently finalized to a level sufficient to determine the provable cost of that portion and provided that (i) the other conditions set forth in the Pre-Construction Services Agreement, including, without limitation, those set forth in Paragraph 1 of Article VI of the Pre-Construction Services Agreement, and (ii) Tasks 1.0 through 10.0 above have been satisfied, as determined by the Department, the Construction Manager shall prepare and submit a bid as a cost of the work, plus a fee, with a guaranteed maximum price (GMP) (Construction GMP bid) or as a fixed price. A GMP is the guarantee of the prices submitted by the Construction Manager in its Construction GMP bid. Whether these prices include some or all of lump sum items, unit-based items, quantity-based items, contingency, or allowances, the individual prices are guaranteed in accordance with the requirements of the construction documents and the Construction Contract. A fixed price includes all costs related to labor, equipment, overhead, and profit

Task 12.1 Construction GMP Bids or Fixed Price Bids for a Construction Contract for the Project, or Any Portion Thereof

The Construction GMP bid or fixed price bid for a Construction Contract for the Project may be for the Project as a whole or the Construction Manager may be asked to prepare a Construction GMP bid or fixed price bid for construction of a portion of the Project, if the Department, in its sole discretion, determines significant construction time, money, risk, or potential delay can be reduced by allowing the Construction Manager to start initial work prior to the completion of the overall Project final design package. A Construction Contract for a portion of the Project may also include early procurement of long-lead items that may be in short supply or require longer than desired lead times from purchase to delivery.

In both instances, the Construction GMP bid or fixed price bid for a Construction Contract shall be developed and evaluated in accordance with the following process:

- The Designer shall produce a set of plans and specifications for performance of the construction work.
- The Department will evaluate the Construction Contract bid documents for compliance with DBE requirements and goal. This goal shall have already been incorporated into the Construction Contract bid documents, the Construction GMP bid or fixed price bid, the Construction Manager's DBE performance plan, and the Construction Manager's subcontracting plan. No Construction Contract may be entered into and no Construction GMP bid or fixed price bid may be submitted by Construction Manager until (i) the determination of any applicable DBE goal has occurred; (ii) the Department has approved the Construction Manager's subcontracting plan; and (iii) the Department has approved the Construction Manager's DBE performance plan.
- If the DBE goal is greater than zero (0) percent, the Construction Manager will be required to submit commitments from DBE participants sufficient to meet the goal and/or execute an affidavit regarding good faith efforts to meet the DBE goal, each as required by this Pre-Construction Services Agreement, in the form appearing in Form GF and Goals and Good Faith Efforts Affidavit attached to the Pre-Construction Services Agreement as Appendices A and B, and otherwise in substance satisfactory to the Department, in its sole discretion.
- The Construction Manager shall submit, with its Construction GMP bid or fixed price bid, a subcontracting plan and a finalized construction schedule that has been approved by the Department.

- Solicitations for subcontractors and award of subcontracts shall be made pursuant to NRS 338.16991 and 338.16995, regulations adopted by the Nevada State Public Works Division, and the Construction Manager's approved subcontracting plan. Concurrently with its Construction GMP bid or fixed price bid, the Construction Manager shall provide a list of all subcontractors that it has procured and intends to use.
- The Construction Manager will prepare and submit a Construction GMP bid or fixed price bid through the Department's Electronic Bidding System (EBS) and in accordance with the Department's bidding requirements under the Pre-Construction Services Agreement and for the EBS system. In addition to the scope of work, risk, and quantities, the Construction GMP bid or fixed price bid shall reflect the pricing as defined in the subcontracts and include all information required by the Department, including applicable DBE commitments as provided herein. The Construction Manager shall include with its Construction GMP bid or fixed price bid a bid bond in such form and amount as directed by the Department, along with such other documents and certifications as directed by the Department. The form of Construction GMP bid or fixed price bid shall be in such format as the Department, in its sole discretion, determines and may include quantity-based items, unit-priced based items, lump sum items, contingency, and allowances.
- The Department will have an independent cost estimate prepared and submitted into the Department's EBS for the items. Upon opening the Construction GMP bid or fixed price bid, the Department will determine the acceptability of the Construction GMP bid or fixed price bid, in its sole discretion. In assessing the Construction GMP bid or fixed price bid, the Department may compare the Construction GMP bid or fixed price bid to some or all of the following: State averages, similar projects, the independent cost estimate, and the engineer's estimate and use such other information that the Department determines relevant and useful. The Department is under no obligation to accept the Construction GMP or fixed price bid, even if it compares favorably to the foregoing data, averages, and estimates.
- Department personnel reviewing the Construction GMP or fixed price bid and other data, averages, and estimates may include the Department's Project Manager, resident engineer, members of the Design Service Provider, the ICE, FHWA representatives, and other internal Department staff and outside advisors deemed necessary or desirable by the Department's Project Manager.
- If the Construction GMP bid or fixed price bid is acceptable, the Department will prepare a Construction Contract or the work may be added to an existing Construction Contract with Construction Manager by amendment at the sole discretion of the Department, if applicable.
- If the Construction GMP bid or fixed price bid is not acceptable, the Department may enter into a process of risk identification that identifies price, quantity, assumption and other differences. Following the successful resolution of the risk issues associated with such differences, the Department, in its sole discretion, may ask the Construction Manager to re-bid the Construction GMP or fixed price bid for the Project. If this re-bid of the Construction GMP or fixed price bid does not result in a Construction GMP or a fixed price that is acceptable to the Department, the Department reserves the right, in its sole discretion, to terminate the Construction GMP or fixed price bidding process and undertake such other actions relating to the Project as the Department determines, including, without limitation, the right to procure the Construction Contract scope of work by some other delivery method. The Construction Manager is not excused from completion of the Services required under this Pre-Construction Services Agreement, if such Services have not been fully performed.

Deliverable: The Construction Manager shall submit the Construction GMP bid or fixed price bid in accordance with the requirements delineated herein, and utilizing the same production-based cost model as was used in development of the previous OPCCs along with a narrative report documenting critical assumptions and/or decisions of costing that may impact the fluctuations in pricing adherence (on an open-book basis), and through the Department's EBS for a Construction Contract.

Appendix B. Evaluation and Scoring Forms

RFP No.: 309-12-015

Project Title: I-80 Carlin Tunnels

Proposal Evaluation Scoring Form

Proposal Score

100 Points Maximum

Evaluation Factor 1	Proposer Team/Organization (40 Points Maximum)	(1 – 100 points)		Weight		Score
<i>Sub-factor 1</i>	Organization	<input style="width: 80%;" type="text"/>	X	<input style="width: 80%;" type="text" value="0.05"/>	=	<input style="width: 80%;" type="text"/>
<i>Sub-factor 2</i>	Qualifications and experience of Proposer firm	<input style="width: 80%;" type="text"/>	X	<input style="width: 80%;" type="text" value="0.15"/>	=	<input style="width: 80%;" type="text"/>
<i>Sub-factor 3</i>	Qualifications and experience of Key Personnel	<input style="width: 80%;" type="text"/>	X	<input style="width: 80%;" type="text" value="0.20"/>	=	<input style="width: 80%;" type="text"/>
Subtotal						<input style="width: 80%;" type="text"/>
Evaluation Factor 2	Project Approach (30 Points Maximum)	(1 – 100 points)		Weight		Score
<i>Sub-factor 1</i>	Pre-Construction	<input style="width: 80%;" type="text"/>		<input style="width: 80%;" type="text" value="0.15"/>	=	<input style="width: 80%;" type="text"/>
<i>Sub-factor 2</i>	Construction	<input style="width: 80%;" type="text"/>		<input style="width: 80%;" type="text" value="0.15"/>	=	<input style="width: 80%;" type="text"/>
Subtotal						<input style="width: 80%;" type="text"/>
Evaluation Factor 3	Past Project Innovation (15 Points Maximum)	(1 – 100 points)		Weight		Score
		<input style="width: 80%;" type="text"/>	X	<input style="width: 80%;" type="text" value="0.15"/>	=	<input style="width: 80%;" type="text"/>
Subtotal						<input style="width: 80%;" type="text"/>
Evaluation Factor 4	Approach to Schedule (15 Points Maximum)	(1 – 100 points)		Weight		Score
		<input style="width: 80%;" type="text"/>	X	<input style="width: 80%;" type="text" value="0.15"/>	=	<input style="width: 80%;" type="text"/>
Subtotal						<input style="width: 80%;" type="text"/>

TOTAL PROPOSAL SCORE: (100 Points Maximum)

Interview Evaluation Scoring Form

Interview Score

100 Points Maximum

Interview Scoring Criteria	(1 – 100 points)		Weight		Score
Presentation (10 Points Maximum)	<input style="width: 100%;" type="text"/>	X	<input style="width: 100%;" type="text" value="0.10"/>	=	<input style="width: 100%;" type="text"/>
Interview (75 Points Maximum)	<input style="width: 100%;" type="text"/>	X	<input style="width: 100%;" type="text" value="0.75"/>	=	<input style="width: 100%;" type="text"/>
<i>(The interview may be evaluated by way of questions and answers and/or a team challenge.)</i>					
Construction Management Fee (15 Points Maximum)	<input style="width: 100%;" type="text"/>		<input style="width: 100%;" type="text" value="0.15"/>		<input style="width: 100%;" type="text"/>
Interview Score					<input style="width: 100%;" type="text"/>

TOTAL INTERVIEW SCORE: (100 Points Maximum)

Appendix C. Attestation Forms

RFP No.: 309-12-015

Project Title: I-80 Carlin Tunnels

**ACKNOWLEDGEMENT AND ATTESTATION FORM
(PARTNERSHIPS FORM)**

Date: _____

By responding to this RFP, the Proposer(s) certify that he/she (they) has (have) reviewed the Request for Proposal, Pre-Construction Services Agreement and the form of Construction Contract, and their Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification. Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the RFP.

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

[Note: List enclosed documents]

1. Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions, or condition. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of the RFP, any preliminary plans for the Project, the Specifications and Special Provisions, the Pre-Construction Services Agreement, the form of Construction Contract, the Addenda, and the Department's responses to Proposers' questions, before submitting the Proposal, and is satisfied that said documents and responses provide sufficient detail regarding the obligations to be performed by Proposer and do not contain internal inconsistencies; that Proposer has carefully checked all the words, figures, and statements in the Proposal; that it has examined the Project Site and the proposed work and done such other investigations and assessments which were prudent and reasonable to prepare this Proposal; and that Proposer has notified the Department of any deficiencies in or omissions in the RFP or other documents provided by the Department.

2 In consideration for the Department supplying Proposer (at Proposer's request) with the RFP and agreeing to examine and consider the Proposal, the Proposer undertakes

(a) to keep this Proposal open for acceptance for 180 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without obtaining the prior written consent of the Department, in the Department's sole discretion; and

(b) to execute the Pre-Construction Services Agreement referenced in the RFP if this Proposal is selected within ten (10) days after receiving the Pre-Construction Services Agreement for execution (If Proposer fails to do so then Proposer shall forfeit the full amount of the Proposal Bond to the State as liquidated damages, and the Department may proceed to award the Pre-Construction Services Agreement to others); and

(c) to commence work promptly, or within such additional time as may be allowed in writing by the Department, after receiving the executed Pre-Construction Services Agreement, and to complete the work in accordance with the schedule and terms and conditions thereof.

3. The undersigned declares that it is the only entity or party interested in the Proposal as principal and that its officers, employees, subsidiaries, or parent corporations (check appropriate box below):

Have not in any way participated in any activities in restraint of trade, or been debarred with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally-assisted contract during the five-year period immediately preceding this Proposal or either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Pre-Construction Services Agreement.

Have participated in activities in restraint of trade with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally assisted contracts during the five-year period immediately preceding the submission of the Proposal or entered into collusion, or restraint of free competitive bidding on this Contract, and are of the opinion that they are a responsible Proposer entitled to the award of a contract involving public moneys and attach hereto an explanation of their activities in restraint of free trade, restraint of free competitive bidding, or collusion.

4. Proposer, hereby certifies that it has () has not (), participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246, 10925 and 11114 as amended, and that it has (), has not (), filed with the Office of Federal Contract Compliance Program all reports due under the applicable filing requirements.

5. Proposer acknowledges receipt of the following Addenda:

NUMBER	DATE	NUMBER	DATE

6. Proposer understands that the Department is not bound to select any Proposal under this procurement.

7. Proposer understands that all costs and expenses incurred by it in preparing this Proposal and participating in this procurement will be borne solely by the Proposer.

8. This Proposal shall be governed by and construed in all respects according to the laws of the State of Nevada.

9. Proposer is a contractor licensed in this State pursuant to NRS Chapter 624. Proposer's license number(s) are:

10. Proposer has not been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475, and/or 408.333;

11. Proposer has not been found liable for breach of contract with respect to a previous project, other than for legitimate cause, during the five (5) years immediately preceding the date of advertisement of this RFP.

12. The SPWB has approved Proposer's application pursuant to NRS 338.1379.

13. The Department has approved the qualification package of Proposer pursuant to NRS 408.333.

**ACKNOWLEDGEMENT AND ATTESTATION FORM
(JOINT VENTURE FORM)**

Date: _____

By responding to this RFP, the Proposer(s) certify that he/she (they) has (have) reviewed the Request for Proposal, Pre-Construction Services Agreement and the form of Construction Contract, and their Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification. Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the RFP.

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

[Note: List enclosed documents]

1. Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions, or condition. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of the RFP, any preliminary plans for the Project, the Specifications and Special Provisions, the Pre-Construction Services Agreement, the form of Construction Contract, the Addenda, and the Department's responses to Proposers' questions, before submitting the Proposal, and is satisfied that said documents and responses provide sufficient detail regarding the obligations to be performed by Proposer and do not contain internal inconsistencies; that Proposer has carefully checked all the words, figures, and statements in the Proposal; that it has examined the Project Site and the proposed work and done such other investigations and assessments which were prudent and reasonable to prepare this Proposal; and that Proposer has notified the Department of any deficiencies in or omissions in the RFP or other documents provided by the Department.

2 In consideration for the Department supplying Proposer (at Proposer's request) with the RFP and agreeing to examine and consider the Proposal, the Proposer undertakes jointly and severally:

(a) to keep this Proposal open for acceptance for 180 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without obtaining the prior written consent of the Department, in the Department's sole discretion; and

(b) to execute the Pre-Construction Services Agreement referenced in the RFP if this Proposal is selected within ten (10) days after receiving the Pre-Construction Services Agreement for execution (If Proposer fails to do so then Proposer shall forfeit the full amount of the Proposal Bond to the State as liquidated damages, and the Department may proceed to award the Pre-Construction Services Agreement to others); and

(c) to commence work promptly, or within such additional time as may be allowed in writing by the Department, after receiving the executed Pre-Construction Services Agreement, and to complete the work in accordance with the schedule and terms and conditions thereof.

3. The undersigned declares that it is the only entity or party interested in the Proposal as principal and that its officers, employees, subsidiaries, or parent corporations (check appropriate box below):

Have not in any way participated in any activities in restraint of trade, or been debarred with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally-assisted contract during the five-year period immediately preceding this Proposal or either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Pre-Construction Services Agreement.

Have participated in activities in restraint of trade with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally assisted contracts during the five-year period immediately preceding the submission of the Proposal or entered into collusion, or restraint of free competitive bidding on this Contract, and are of the opinion that they are a responsible Proposer entitled to the award of a contract involving public moneys and attach hereto an explanation of their activities in restraint of free trade, restraint of free competitive bidding, or collusion.

4. Proposer, hereby certifies that it has () has not (), participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246, 10925 and 11114 as amended, and that it has (), has not (), filed with the Office of Federal Contract Compliance Program all reports due under the applicable filing requirements.

5. Proposer acknowledges receipt of the following Addenda:

NUMBER	DATE	NUMBER	DATE

6. Proposer understands that the Department is not bound to select any Proposal under this procurement.

7. Proposer understands that all costs and expenses incurred by it in preparing this Proposal and participating in this procurement will be borne solely by the Proposer.

8. This Proposal shall be governed by and construed in all respects according to the laws of the State of Nevada.

9. Proposer is a contractor licensed in this State pursuant to NRS Chapter 624. Proposer's license number(s) are:

10. Proposer has not been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475, and/or 408.333;

11. Proposer has not been found liable for breach of contract with respect to a previous project, other than for legitimate cause, during the five (5) years immediately preceding the date of advertisement of this RFP.

12. The SPWB has approved Proposer's application pursuant to NRS 338.1379.

13. The Department has approved the qualification package of Proposer pursuant to NRS 408.333.

**ACKNOWLEDGEMENT AND ATTESTATION FORM
(CORPORATE FORM)**

Date: _____

By responding to this RFP, the Proposer(s) certify that he/she (they) has (have) reviewed the Request for Proposal, Pre-Construction Services Agreement and the form of Construction Contract, and their Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification. Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the RFP.

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

[Note: List enclosed documents]

1. Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions, or condition. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of the RFP, any preliminary plans for the Project, the Specifications and Special Provisions, the Pre-Construction Services Agreement, the form of Construction Contract, the Addenda, and the Department's responses to Proposers' questions, before submitting the Proposal, and is satisfied that said documents and responses provide sufficient detail regarding the obligations to be performed by Proposer and do not contain internal inconsistencies; that Proposer has carefully checked all the words, figures, and statements in the Proposal; that it has examined the Project Site and the proposed work and done such other investigations and assessments which were prudent and reasonable to prepare this Proposal; and that Proposer has notified the Department of any deficiencies in or omissions in the RFP or other documents provided by the Department.

2 In consideration for the Department supplying Proposer (at Proposer's request) with the RFP and agreeing to examine and consider the Proposal, the Proposer undertakes:

(a) to keep this Proposal open for acceptance for 180 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without obtaining the prior written consent of the Department, in the Department's sole discretion; and

(b) to execute the Pre-Construction Services Agreement referenced in the RFP if this Proposal is selected within ten (10) days after receiving the Pre-Construction Services Agreement for execution (If Proposer fails to do so then Proposer shall forfeit the full amount of the Proposal Bond to the State as liquidated damages, and the Department may proceed to award the Pre-Construction Services Agreement to others); and

(c) to commence work promptly, or within such additional time as may be allowed in writing by the Department, after receiving the executed Pre-Construction Services Agreement, and to complete the work in accordance with the schedule and terms and conditions thereof.

3. The undersigned declares that it is the only entity or party interested in the Proposal as principal and that its officers, employees, subsidiaries, or parent corporations (check appropriate box below):

Have not in any way participated in any activities in restraint of trade, or been debarred with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally-assisted contract during the five-year period immediately preceding this Proposal or either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Pre-Construction Services Agreement.

Have participated in activities in restraint of trade with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally assisted contracts during the five-year period immediately preceding the submission of the Proposal or entered into collusion, or restraint of free competitive bidding on this Contract, and are of the opinion that they are a responsible Proposer entitled to the award of a contract involving public moneys and attach hereto an explanation of their activities in restraint of free trade, restraint of free competitive bidding, or collusion.

4. Proposer, hereby certifies that it has () has not (), participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246, 10925 and 11114 as amended, and that it has (), has not (), filed with the Office of Federal Contract Compliance Program all reports due under the applicable filing requirements.

5. Proposer acknowledges receipt of the following Addenda:

NUMBER	DATE	NUMBER	DATE

6. Proposer understands that the Department is not bound to select any Proposal under this procurement.

7. Proposer understands that all costs and expenses incurred by it in preparing this Proposal and participating in this procurement will be borne solely by the Proposer.

8. This Proposal shall be governed by and construed in all respects according to the laws of the State of Nevada.

9. Proposer is a contractor licensed in this State pursuant to NRS Chapter 624. Proposer's license number(s) are:

10. Proposer has not been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475, and/or 408.333;

11. Proposer has not been found liable for breach of contract with respect to a previous project, other than for legitimate cause, during the five (5) years immediately preceding the date of advertisement of this RFP.

12. The SPWB has approved Proposer's application pursuant to NRS 338.1379.

13. The Department has approved the qualification package of Proposer pursuant to NRS 408.333.

**ACKNOWLEDGEMENT AND ATTESTATION FORM
(SOLE PROPRIETORSHIP FORM)**

Date: _____

By responding to this RFP, the Proposer(s) certify that he/she (they) has (have) reviewed the Request for Proposal, Pre-Construction Services Agreement and the form of Construction Contract, and their Exhibits contained herein, and are familiar with their terms and conditions and find them expressly workable without change or modification. Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the RFP.

Enclosed, and by this reference incorporated herein and made a part of this Proposal, are the following:

[Note: List enclosed documents]

1. Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions, or condition. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of the RFP, any preliminary plans for the Project, the Specifications and Special Provisions, the Pre-Construction Services Agreement, the form of Construction Contract, the Addenda, and the Department's responses to Proposers' questions, before submitting the Proposal, and is satisfied that said documents and responses provide sufficient detail regarding the obligations to be performed by Proposer and do not contain internal inconsistencies; that Proposer has carefully checked all the words, figures, and statements in the Proposal; that it has examined the Project Site and the proposed work and done such other investigations and assessments which were prudent and reasonable to prepare this Proposal; and that Proposer has notified the Department of any deficiencies in or omissions in the RFP or other documents provided by the Department.

2 In consideration for the Department supplying Proposer (at Proposer's request) with the RFP and agreeing to examine and consider the Proposal, the Proposer undertakes:

(a) to keep this Proposal open for acceptance for 180 days after the Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf this Proposal is submitted, without obtaining the prior written consent of the Department, in the Department's sole discretion; and

(b) to execute the Pre-Construction Services Agreement referenced in the RFP if this Proposal is selected within ten (10) days after receiving the Pre-Construction Services Agreement for execution (If Proposer fails to do so then Proposer shall forfeit the full amount of the Proposal Bond to the State as liquidated damages, and the Department may proceed to award the Pre-Construction Services Agreement to others); and

(c) to commence work promptly, or within such additional time as may be allowed in writing by the Department, after receiving the executed Pre-Construction Services Agreement, and to complete the work in accordance with the schedule and terms and conditions thereof.

3. The undersigned declares that it is the only entity or party interested in the Proposal as principal and that its officers, employees, subsidiaries, or parent corporations (check appropriate box below):

Have not in any way participated in any activities in restraint of trade, or been debarred with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally-assisted contract during the five-year period immediately preceding this Proposal or either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the Pre-Construction Services Agreement.

Have participated in activities in restraint of trade with relation to public contracts either in the State of Nevada or any other State of the United States or on any federally assisted contracts during the five-year period immediately preceding the submission of the Proposal or entered into collusion, or restraint of free competitive bidding on this Contract, and are of the opinion that they are a responsible Proposer entitled to the award of a contract involving public moneys and attach hereto an explanation of their activities in restraint of free trade, restraint of free competitive bidding, or collusion.

4. Proposer, hereby certifies that it has () has not (), participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 11246, 10925 and 11114 as amended, and that it has (), has not (), filed with the Office of Federal Contract Compliance Program all reports due under the applicable filing requirements.

5. Proposer acknowledges receipt of the following Addenda:

NUMBER	DATE	NUMBER	DATE

6. Proposer understands that the Department is not bound to select any Proposal under this procurement.

7. Proposer understands that all costs and expenses incurred by it in preparing this Proposal and participating in this procurement will be borne solely by the Proposer.

8. This Proposal shall be governed by and construed in all respects according to the laws of the State of Nevada.

9. Proposer is a contractor licensed in this State pursuant to NRS Chapter 624. Proposer's license number(s) are:

10. Proposer has not been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475, and/or 408.333;

11. Proposer has not been found liable for breach of contract with respect to a previous project, other than for legitimate cause, during the five (5) years immediately preceding the date of advertisement of this RFP.

12. The SPWB has approved Proposer's application pursuant to NRS 338.1379.

13. The Department has approved the qualification package of Proposer pursuant to NRS 408.333.

Appendix D. Other Required Forms

RFP No.: 309-12-015

Project Title: I-80 Carlin Tunnels

**Form BAC
Buy America Certificate**

Compliance with Buy America Requirements

The Construction Manager shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 CFR 635.410, which permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes for these materials must occur in the United States, with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to Buy America requirements. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the contract price under the Contract.

A Certificate of Compliance shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except as for the above exception.

Certificate of Compliance

The Construction Manager hereby certifies that it will comply with the requirements of 23 U.S.C. 313, and the applicable regulations in 23 CFR 635.410.

Date: _____

Signature: _____

Construction Manager's Name: _____

Title: _____

**Form BC
Certificate of Compliance
Breach of Contract**

The undersigned, as the duly authorized representative of the person or entity on whose behalf this Certificate is offered, certifies that:

The undersigned has not been found liable for breach of contract with respect to a previous project, other than for legitimate cause, during the five (5) years immediately preceding the date of advertisement of this RFP.

Disclosure (if none, indicate "none"; if additional space is needed, add an attachment):

Company Name

Signature

Name and Title (Please type or print)

Date

Form COI
Organizational Conflict of Interest Disclosure Statement

Proposer's attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "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.

1. Disclosure Pursuant to Section 636.116(2)(v)

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including Proposer, all team members and their respective chief executives, directors, and all Key Personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP. (If none, indicate "none" and complete Section 3 below. If a conflict of interest(s) does exist, list below and complete Section 2 and Section 3.)

Proposer should disclose (a) any current contractual relationships with the Department, (b) any past, present, or planned contractual or employment relationships with the Department and any board member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any Department board member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10 percent (10%) or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

Signature

Name

Title

Company Name

_____, 20____ Date

**Form DFB
Certificate of Compliance
Nevada Revised Statutes 338.017, 338.13895, 338.1475, and/or 408.333**

The undersigned, as the duly authorized representative of the person or entity on whose behalf this Certificate is offered, certifies that:

The undersigned has not been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475, and/or 408.333.

Disclosure (if none, indicate "none"; if additional space is needed, add an attachment):

Company Name

Signature

Name and Title (Please type or print)

Date

This form is NOT required.

This form IS required.

**Form GFE
Goals and Good Faith Efforts Affidavit**

STATE OF _____)

COUNTY OF _____) SS:

The undersigned, being first duly sworn, deposes and says that _____
is the _____ of _____,
the entity making the foregoing Proposal and affirms that the Proposer will either achieve the DBE goal
described in the Pre-Construction Services Agreement and the Construction Contract, or will make good
faith efforts to do so as described in the Pre-Construction Services Agreement and the Construction
Contract. (If the Proposal is a Joint Venture, Partnership, etc., please revise this paragraph to include all
signature authorities.)

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public in and for
said County and State

[Seal]

My commission expires:_____

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal
and so that it is signed on behalf of all general partners or joint venture partners of the Proposer.]

**Form IC
Certificate Regarding Ineligible Contractors**

**Certification Regarding Debarment, Suspension, and Other
Ineligibility and Voluntary Exclusion From Transactions
Financed In Part By The U.S. Government**

I, _____, _____, hereby
(Name of Certifying Officer) (Title of Certifying Officer)

certify that _____:
(Name of Contractor)

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency or from participation in Nevada Department of Transportation RFP No. _____;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If any Principal Participant is unable to certify to any of the statements in this certification, such prospective Principal Participant shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) are applicable hereto.

Name of Contractor

Street Address of Contractor

City, State, Zip

Signature

Telephone Number of Contractor

(Note: The above certification merely certifies that a Proposer and its subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the Federal Government or any of its agencies.)

**Form KP
Key Personnel Information**

Name of Proposer: _____

Position	Name	Years of Exper.	Education/Registration	Parent Firm Name	% of Time Dedicated to Project

Use additional sheets when needed.

**Form LC
Lobbying Certificate**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- (2) **If any funds other than Federal appropriated funds have been paid or will be paid** to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

NOTE: THE PROPOSER IS REQUIRED PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000.00 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000.00 OR MORE UNDER THIS CONTRACT.

Form SAFE
Industrial Safety Record for Proposer and Team Members
Performing Installation or Construction Work

PROPOSER'S NAME: _____

NAME OF TEAM MEMBER: _____

ROLE OF TEAM MEMBER: _____

This form shall be filled out separately and provided for Proposer and each member of the Proposer's team that will perform or supervise installation or construction Work for this Project, and including information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States (including the State of Nevada) by the entity, with separate statistics relative to the State of Nevada. For team members that are members of joint ventures, information shall be provided as though 100% of the results were for the listed participant. The Proposer may be requested to submit additional information or explanation of data which the Department may require for evaluating the safety record.

	2008	2009	2010	2011
1) Total Hours Worked (in thousands) Nationwide: Nevada:				
2) Number of fatalities:* Nationwide: Nevada:				
3) Number of lost workdays:* Nationwide: Nevada:				
4) Number of lost workdays* cases: Nationwide: Nevada:				
5) Number of injury/illness* cases: Nationwide: Nevada:				
6) Number of days of* restricted work activity due to injury/illness: Nationwide: Nevada:				

	2008	2009	2010	2011
7) Incidence Rate** Lost Workday Cases Nationwide: Nevada: Days Lost Nationwide: Nevada:				
8) Worker's Compensation Experience Modifier: Note: If self-insured, follow established procedures in order to determine modifier.				

* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, OSHA Form 200.

** Incidence Rate = No. Injuries (Cases) x 200,000 / Total Hours Worked

ii. List any incidents that resulted in significant injury, loss of life, or major property damage. (List may also be attached to this form.)

iii. List any Occupational Safety and Health Administration (OSHA) citations received and for what. (List may also be attached to this form.)

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury under the laws of the State of Nevada that the information is true and accurate within the limitation of those records.

_____ Name of Company (Print)	_____ Signature	
_____ Address	_____ Title	
_____ City	_____ State and Zip Code	_____ Telephone Number

**Form SED
Certificate of Compliance
Nevada Revised Statutes 284.1729**

The undersigned, as the duly authorized representative of the person or entity on whose behalf this Certificate is offered, certifies that:

Except as disclosed below, no current State of Nevada employees are also currently employed, either full or part time, by the person or entity on whose behalf this Certification is made to perform or produce the services for which the underlying agreement is to be entered.

Except as disclosed below, no current employees of the person or entity on whose behalf this Certification is made were employed by the State of Nevada within two (2) years prior to the execution of this Certification and will be performing or producing the services for which the underlying agreement is to be entered.

During the life of the underlying agreement and except as approved in writing by the Nevada Board of Examiners and the Department, the person or entity on whose behalf this Certification is made will not employ a person(s) who is/are currently employed by the State of Nevada or a person(s) who was/were employed by the State of Nevada within two (2) years prior to the date such person or persons will be performing or producing the services for which the underlying agreement is to be entered.

This Certificate is a material representation of fact upon which reliance is placed by the State of Nevada, on relation of its Department of Transportation, in entering into the Agreement for which this Certification is offered. The failure to furnish this Certification prior to the execution of the Agreement, for which this Certification is offered, shall disqualify the person or entity from performing work under the Agreement for which the Certification is offered, and the Department will terminate its negotiations with such person or entity and exercise its rights pertaining to the underlying procurement

Disclosure (if none, indicate "none"; if additional space is needed, add an attachment):

Company Name

Signature

Name and Title (Please type or print)

Date

**FORM SFCM
Submittal of Fee for
Construction Management**

Provide a fixed fee for management of the construction work, expressed as a percentage. The fixed fee shall be overhead and profit as defined as profit and home office overhead (all auditable costs that are allocated to all projects) but not field office overhead or field office direct expenses.

Proposer's Construction Management Fee: _____ %

Company Name

Signature

Name and Title (Please type or print)

Date

[NOTE: If the successful Proposer and the Department enter into a Construction Contract, this percentage for the construction management fee will be paid on a basis of actual work completed each pay period. This fee shall be used for execution of the Construction Contract regardless of whether the Construction Contract value falls outside of the estimated construction cost ranges established in the RFP.]

Appendix E. Abbreviations and Definitions

List of Abbreviations

BOE	Board of Examiners
CFR	Code of Federal Regulations
CMAR	Construction Manager at Risk
DBE	disadvantaged business enterprise
EBS	Electronic Bidding System
EEO	Equal Employment Opportunity
FHWA	Federal Highway Administration
GMP	guaranteed maximum price
ICE	Independent Cost Estimator
NSCB	Nevada State Contractors Board
NEPA	National Environmental Policy Act
NDEP	Nevada Department of Environmental Planning
NRS	Nevada Revised Statutes
OSHA	Occupational Safety and Health Administration
OPCC	Opinion of Probable Construction Cost
PBS	plantmix bituminous surfacing
PCCP	portland cement concrete pavement
PS&E	plans, specifications, and estimate
RFP	Request for Proposal
WOUS	waters of the United States

Defined Terms

Except as otherwise expressly defined therein, wherever in the Request for Proposal, Pre-Construction Services Agreement, or Department correspondence the following initially capitalized terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Term	Definition
Addendum	A formal written amendment issued by the Department that clearly identifies a change as amending, revising, or modifying an RFP provision or Pre-Construction Services Agreement term.
Administrative Services	The division of the Department that responds to questions, clarifications, and protests related to this RFP; where all communication is to be directed through the Department's Primary Point of Contact; and where all Proposals are to be submitted.
Affiliate	<p>Any Person which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the following:</p> <p>A) The Construction Manager; or</p> <p>B) Any Principal Participant.</p> <p>An Affiliate may also be any individual for which 10% or more of the equity interest in such individual is held directly or indirectly, beneficially or of record, by the following:</p> <ol style="list-style-type: none"> 1. The Construction Manager; 2. Any Principal Participant; or 3. Any Affiliate of the Construction Manager under part (A) of this definition.
Bidder's Preference	A five percent (5%) addition to the Total Proposal Score for a Proposer that is qualified to receive a preference for bidding public works pursuant to NRS 338.1693(3).
Constructability Review	The effective and timely integration of construction knowledge into the planning, design, construction, and field operations of a project to achieve the overall project goals with a focus on accuracy, schedule, and cost-effectiveness.
Construction Contract	A written agreement between the Construction Manager and the Department providing for the construction of the Project, or any portion thereof. A Construction Contract may be entered into pursuant to the Pre-Construction Services Agreement.
Construction GMP	The guaranteed price submitted by the Construction Manager for the construction of the Project, or any portion thereof, pursuant to a bid.
Construction Manager	The Proposer selected pursuant to the procurement process described in this RFP and awarded the Pre-Construction Services Agreement to provide CMAR services for the Project.
Construction Manager at Risk (CMAR)	A contracting method that involves a general contractor acting as a construction manager in the pre-construction design and construction phases of a project.
Construction Engineer and/or Construction Engineering Service Provider	The Department's in-house construction engineer, construction engineering consultant, or combination thereof that is responsible for construction engineering and inspection of the Project.
Department Director	The Director of the Nevada Department of Transportation.

Term	Definition
Department Project Manager	The Department's on-site designated representative and single point of contact having direct supervision of the administration and execution of the Pre-Construction Service Agreement and/or Construction Contract.
Department Primary Point of Contact and/or Department's Contact	The Department's primary point of contact for questions, clarifications, and protests related to the project and this RFP, which works within the division of Administrative Services.
Designer and/or Design Service Provider	The Department's in-house designer, design consultant, or combination thereof that is responsible for the design of the project.
Design Service Provider Project Manager	The individual on the Design Service Provider's team who is responsible for day-to-day direction, coordination, supervision, and administration of the design effort.
Evaluation Panel	A panel comprised of at least three (3) members, at least two (2) of which have experience in the construction industry, representing the Department and, as determined by the Department, in its sole discretion, other local agencies or industry representatives that will evaluate the Proposals and conduct and evaluate Proposer interviews.
Independent Cost Estimator (ICE)	A team or individual that provides independent cost estimating development services for projects advancing through design and into construction. An ICE is to complete independent cost estimates with contractor style (production based) methodologies and estimating software.
International Registration Plan	A registration reciprocity agreement among states of the United States, the District of Columbia and provinces of Canada providing for payment of apportionable fees on the basis of total distance operated in all jurisdictions.
Introduction Letter	A one-page letter, in which the Proposer shall, in brief summary fashion, express interest in the Project, state qualifications for doing the work, and recount any summary information on the Proposer entity, team members, and Key Personnel that may be useful or informative to the Department.
Key Personnel	Listed personnel identified by the Proposer in the Proposal and on <u>Form KP</u> , which the Proposer makes available at the level the Project requires, as determined by the Department, in its sole discretion.
Notice of Award	Written notice to the selected Proposer of the Department's acceptance of the Proposal.
Notice of Intent to Award	Written notice of the Department's intent to award the Pre-Construction Services Agreement to a Proposer.
Notice to Proceed	Written notice to the Construction Manager to proceed with some or all of the work specified in the Pre-Construction Services Agreement or Construction Contract.
Opinion of Probable Construction Cost (OPCC)	The estimated construction cost prepared by the Construction Manager at established milestones for each item of work to construct the Project.
Payment and Performance Bond	The approved form of security, executed by the Construction Manager and the Construction Manager's surety or sureties, guaranteeing complete payment and performance of the Construction Contract, including change orders, and the payment of all legal debts pertaining to the construction of the Project (including payments to subcontractors, laborers, and materialmen).

Term	Definition
Pre-Construction Services Agreement	An agreement between the Construction Manager and the Department for pre-construction services for the Project.
Principal Participant	Any of the following entities: A) The Construction Manager (or Proposer); B) An individual firm, all general partners, or joint venture members of the Construction Manager (or Proposer); and/or C) All Persons and legal entities holding (directly or indirectly) a 15 percent (15%) or greater interest in the Construction Manager (or Proposer).
Project	The project for which the RFP has been issued.
Project Team	The entire CMAR team, which may consist of the Construction Manager, the Department's Program and Project Managers, the Department's Design Service Provider(s), the Independent Cost Estimator (ICE), the Department's Construction Engineering Service Provider(s), and any other key stakeholders or third parties identified by the Department.
Proposal	The binding proposal of the Proposer for the Project, when executed and submitted in response to an RFP in the prescribed format and on the prescribed forms.
Proposal Due Date	The due date of the all Proposals being submitted as listed in the key event procurement schedule set forth in <u>Section 2.3</u> of this RFP.
Proposer	The firm, entity, joint venture, partnership or other association that is submitting a Proposal in response to an RFP.
Request for Proposal (RFP)	A document identifying the Project and its work to be performed under the CMAR project delivery method in response to which a Proposal may be submitted by a Proposer.
Scope of Services	The description of the services to be performed in connection with the Project as described in <u>Appendix A</u> of the RFP and the Pre-Construction Services Agreement.
Standard Specifications and Special Provisions	NDOT's standard specifications and other special provisions created for this Project.
State	The State of Nevada
Subcontractor	Any person with whom the Construction Manager has entered into any subcontract and any other person with whom any Subcontractor has further subcontracted any part of the Project, at any tier. The term does not include any employee with an employment contract, or any employee organization with a collective bargaining agreement.

Appendix F. Proposal Requirement Checklist

Refer to Section 4.1 of the RFP for formatting and submittal requirements. Refer to Section 4.2 of the RFP for a complete list of required responses, documents, and forms. Refer to Section 4.3 for Proposal requirements and evaluation factors.

Section Title and Required Information	Form Label	RFP Reference	✓	Comment
<i>Formatting Requirements</i>	Not Applicable (N/A)	Section 4.1		
One (1) "Original" marked and submitted	N/A	Section 4.1.A and B		
Seven (7) copies marked and submitted	N/A	Section 4.1.A and B		
Each Proposal numbered sequentially from one (1) to eight (8) on the upper right hand corner of the cover	N/A	Section 4.1.B		
One (1) electronic PDF copy submitted	N/A	Section 4.1.A		
Entire Proposal bound in one (1) binder	N/A	Section 4.1.B		
Submitted in the order defined	N/A	Section 4.1.C		
Arial font; minimum 11 point size	N/A	Section 4.1.D.1		
Adhered to Proposal 25-page limit	N/A	Section 4.1.D.2		
Adhered to Proposal page layout	N/A	Section 4.1.D		
<i>Required Responses, Documents, and Forms</i>	N/A	Section 4.2		The following required responses, documents, and forms do NOT count against the Proposal's page limit.
Introduction Letter (1-page limit)	N/A	Section 4.2.A		
Identifies RFP number and Project location for Project-specific contracts	N/A	Section 4.2.A.i		
Statement that the Construction Manager is pre-qualified with the Department (including pre-qualification expiration date(s))	N/A	Section 4.2.A.ii		
Nevada Contractor's License	N/A	Section 4.2.A.iii		
Certification that the information and data submitted is true and complete.	N/A	Section 4.2.A.iv		
Name, address, cell and office telephone number, e-mail address, and fax number of the individual designated by Proposer as its single point of contact regarding their Proposal submittal	N/A	Section 4.2.A.v		

Section Title and Required Information	Form Label	RFP Reference	✓	Comment
Acknowledgement and Attestation Forms specific to the Proposer's organization	N/A	Section 4.2.B		
Buy America Certification	Form BAC	Section 4.2.C		
Evidence that Proposer has not been found liable for breach of contract	Form BC	Section 4.2.D		
Organizational Conflict of Interest Disclosure Statement, Form COI	Form COI	Section 4.2.E		
Evidence that Proposer has not been disqualified from bidding	Form DFB	Section 4.2.F		
Certificate Regarding Ineligible Contractors	Form IC	Section 4.2.H		
Key Personnel Information	Form KP	Section 4.2.I		
Lobbying Certificate	Form LC	Section 4.2.J		
Non-Collusion Affidavit	Form NC	Section 4.2.K		
Certificate of Good Standing from Nevada Secretary of State	N/A	Section 4.2.L		
Safety Program				
Safety Program Description (1 page)	N/A	Section 4.2.M		
Form SAFE	Form SAFE	Section 4.2.M		
List of any incidents that resulted in significant injury, loss of life, or major property damage	Form SAFE	Section 4.2.M		
List of OSHA citations	Form SAFE	Section 4.2.M		
Evidence of compliance with NRS 284.1729	Form SED	Section 4.2.N		
Submittal of Fee for Construction Management	Form SFCM	Section 4.2.O		
Evidence of a business entity	N/A	Section 4.2.P		
Evidence of authority to enter into joint venture or partnership (if applicable)	N/A	Section 4.2.Q		
Evidence of Proposal signature authority	N/A	Section 4.2.R		
Surety letter of intent regarding Payment and Performance Bonds	N/A	Section 4.2.S		
Evidence of ability to obtain required insurance	N/A	Section 4.2.T		
<i>Proposal Requirements (25-page limit)</i>	N/A	Section 4.3		<i>The following count against the Proposal's page limit, unless otherwise noted.</i>
Proposal Evaluation Factor 1: Proposer Team/Organization	N/A	Section 4.3.A		

Section Title and Required Information	Form Label	RFP Reference	✓	Comment
Sub-factor 1: Organization (including Project Organizational Chart)	N/A	Section 4.3.A.i		
Sub-factor 2: Qualifications and Experience of the Proposer Firm	N/A	Section 4.3.A.ii		
Sub-section 3: Qualifications and Experience of Key Personnel	N/A	Section 4.3.A.iii		
Sub-factor 3: Key Personnel Resumes	N/A	Section 4.3.A.iii.2		The Key Personnel resumes do NOT count towards the Proposal's page limit and shall be appended at the end of the Proposal.
Proposal Evaluation Factor 2: Project Approach	N/A	Section 4.3.B		
Sub-factor 1: Pre-Construction	N/A	Section 4.3.B.i		
Sub-factor 1: Construction	N/A	Section 4.3.B.ii		
Proposal Evaluation Factor 3: Past Project Innovation	N/A	Section 4.3.C		
Proposal Evaluation Factor 4: Approach to Schedule	N/A	Section 4.3.D		