

STATE OF NEVADA  
DEPARTMENT OF TRANSPORTATION

# REQUEST FOR QUALIFICATIONS

## RFQ #300-18-015

Project Specifications and Instructions  
for Submitting a Statement of Qualifications

# RENO EARLY ACTION PROJECT (REAP)

Washoe County

Due: July 16, 2018  
No later than 3:00 P.M., Local Time

Addendum No. 1 Issued: June 14, 2018



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

***This page intentionally left blank.***

**TABLE OF CONTENTS**

**1.0 INTRODUCTION AND GENERAL INFORMATION ..... 1**

1.1 Abbreviations and Definitions.....22

    1.1.1 Abbreviations .....22

    1.1.2 Definitions .....33

1.2 Project Goals.....66

1.3 Role of the Department .....77

1.4 Role of the Design-Builder .....88

1.5 Project Description .....99

1.6 Project Schedule .....109

1.7 Project Status.....109

1.8 Contract Type.....1040

1.9 Payment and Liquidated and/or General Damages .....1040

1.10 Governing Law .....1140

1.11 Quality Control (QC)/Quality Assurance (QA).....1140

1.12 Insurance, Indemnification, Bonding, Licensing, and Securities .....1144

1.13 Rules of Contact.....1244

1.14 Proposer Questions .....1343

1.15 RFQ Addenda .....1443

1.16 Notification of Firms on the Short-List .....1443

1.17 Costs .....1443

1.18 Ineligible Firms and Organizational Conflicts of Interest .....1444

1.19 Optional One-on-One Meetings .....1545

1.20 Organizational and Confidentiality Requirements .....1646

1.21 Proposal Stipend.....1746

1.22 Bidder’s Preference.....1746

1.23 Federal Requirements.....1746

1.24 Disadvantaged Business Enterprise (DBE) Program and Equal Employment Opportunity  
.....1747

    1.24.1 Policy .....1747

    1.24.2 DBE Participation Goal .....1747

    1.24.3 Equal Employment Opportunity .....1847

1.25 Compliance with Applicable Laws.....1847

**2.0 PROCUREMENT PROCESS ..... 1948**

2.1 Overall Procurement Process .....1948

    2.1.1 RFQ Step.....1948

    2.1.2 RFP Step .....1948

2.2 Procurement and Anticipated Project Schedule.....2049

**3.0 EVALUATION PROCESS FOR THE SOQ..... 2120**

3.1 Evaluation Objectives.....2120

3.2 Review and Evaluation of the SOQ.....2120

3.3 Evaluation Factors for the SOQ .....2120

3.3.1	Pass/Fail Evaluation Factors .....	<u>2120</u>
3.3.2	Responsiveness .....	<u>2224</u>
3.3.3	Quality Evaluation Factors .....	<u>2224</u>
3.4	Requests for Clarification .....	<u>2322</u>
3.5	Determination of the Short-List .....	<u>2423</u>
3.6	Challenge .....	<u>2423</u>
<b>4.0</b>	<b>SOQ SUBMITTAL REQUIREMENTS .....</b>	<b><u>2524</u></b>
4.1	Date and Time of Receipt .....	<u>2524</u>
4.2	Submittal Address .....	<u>2524</u>
4.3	Page Limit, Format, and Quantities.....	<u>2524</u>
4.4	Content of the SOQ.....	<u>2524</u>
4.4.1	Pass/Fail Factors .....	<u>2625</u>
4.4.2	Quality Evaluation Factor Objectives.....	<u>2827</u>
<b>5.0</b>	<b>PROTESTS .....</b>	<b><u>3231</u></b>
5.1	Applicability .....	<u>3231</u>
5.2	Deadlines for Protests .....	<u>3231</u>
5.3	Content of Protest .....	<u>3231</u>
5.4	Filing of Protest .....	<u>3231</u>
5.5	Comments from Other Proposers .....	<u>3231</u>
5.6	Burden of Proof .....	<u>3332</u>
5.7	Decision on the Protest .....	<u>3332</u>
5.8	Protestant’s Payment of Costs .....	<u>3332</u>
5.9	Rights and Obligations of Proposers.....	<u>3332</u>
<b>6.0</b>	<b>DEPARTMENT RIGHTS AND DISCLAIMERS .....</b>	<b><u>3433</u></b>
6.1	Department’s Reserved Rights .....	<u>3433</u>
6.2	Department Disclaimers.....	<u>3534</u>

## APPENDICES

Appendix A: Format and Organization

Appendix B: RFQ Forms

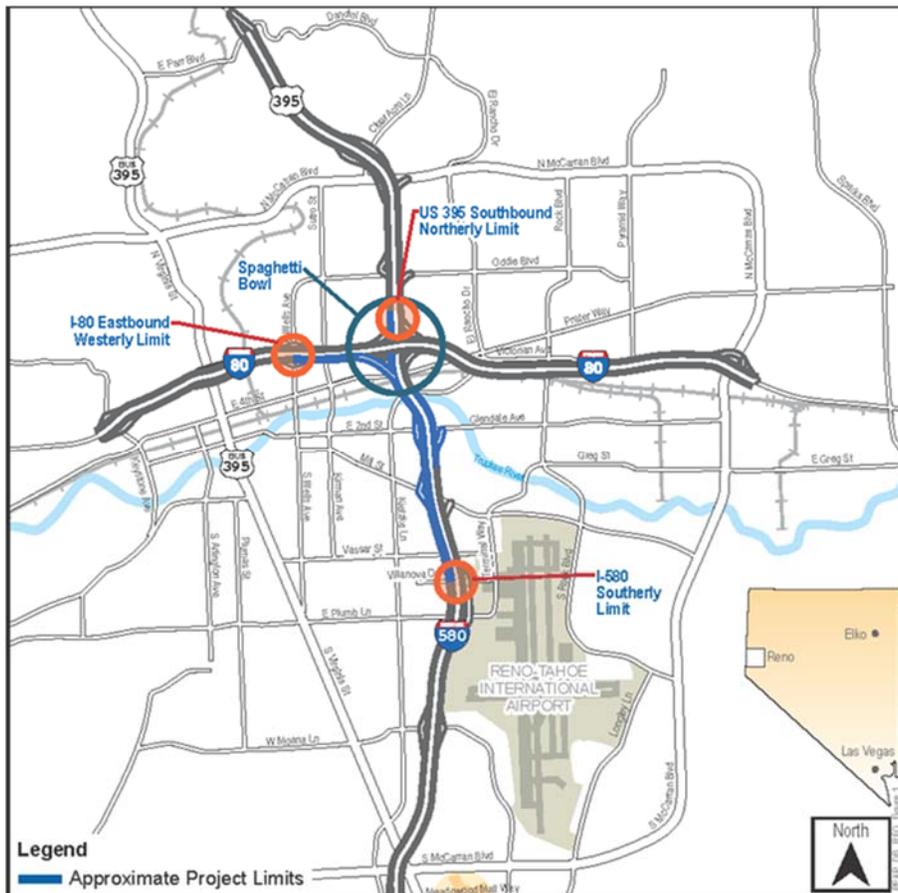
Appendix C: Project Map

1 **1.0 INTRODUCTION AND GENERAL INFORMATION**

2 The Nevada Department of Transportation (the “Department”) is pleased to present this Request  
 3 for Qualifications (the “RFQ”) to prospective Design-Build teams (the “Proposers”) interested in  
 4 submitting a Statement of Qualifications (a “SOQ”) for the design and construction of the Reno  
 5 Early Action Project (the “Project”). The successful Proposer will enter into a contract with the  
 6 Department to design and construct certain capital improvements (the “Contract”).

7 As depicted generally on Figure 1 and in more detail in Appendix C, the Project’s purpose is to  
 8 improve a 2-mile segment of I-580/US-395 from just north of the I-80/I-580 system interchange to  
 9 Villanova Drive by:

- 10 A) Increasing highway capacity and improving traffic operations;
- 11 B) Expanding the existing highway infrastructure to be compatible with future long-term
- 12 corridor needs;
- 13 C) Improving the conditions to the existing highway infrastructure; and
- 14 D) Enhancing highway safety features to help reduce crash frequency and severity.



15 **Figure 1: General Project Limits for REAP**

17 SOQs will only be accepted from Proposers on behalf of Design-Build teams intending to provide  
 18 all services required under the Contract and that are capable of obtaining the required bonding

1 for the Project. Responses from individual engineering, construction, or consultant firms not  
 2 offering to provide all required services will not be accepted. The prime contractor of the Design-  
 3 Build team must use its own workforce to construct at least thirty percent (30%) of the Project  
 4 pursuant to Nevada Revised Statutes (“NRS”) Section 408.3886(8)(b). The Department may elect  
 5 to increase this percentage of utilization at the time of the RFP release. Short-Listed Proposers  
 6 (contractors and joint ventures [“JVs”] made up of contractors) are required to complete the  
 7 Department’s prequalification process pursuant to NRS 408.333 before a Short-Listed Proposer  
 8 will be eligible for receipt of a draft Request for Proposal (the “RFP”).

9 The National Environmental Policy Act (NEPA) process is being performed for the Project, and  
 10 the anticipated completion of the process will be a Record of Decision (ROD) to be issued in the  
 11 Summer of 2019~~occur in November 2018.~~ This Project will be Phase 1 of the ultimate  
 12 improvements that will be further detailed in the Spaghetti Bowl Environmental Impact Statement  
 13 (EIS). ~~The Department will obtain the necessary approvals for environmental clearance.~~

## 14 1.1 Abbreviations and Definitions

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

### 16 1.1.1 Abbreviations

17	CFR	Code of Federal Regulations
18	DBE	Disadvantaged Business Enterprise
19	DRT	Disputes Review Team
20	EEO	Equal Opportunity Employer
21	<del>EIS</del>	<del>Environmental Impact Statement</del>
22	FHWA	Federal Highway Administration
23	<del>FONSI</del>	<del>Finding of No Significant Impact</del>
24	IA	Independent Assurance
25	ISO	International Organization for Standardization
26	ITP	Instructions to Proposers
27	JV	Joint Venture
28	LD	Liquidated Damages or Charges
29	LLC	Limited Liability Company
30	N/A	Not Applicable
31	NEPA	National Environmental Policy Act
32	NRS	Nevada Revised Statutes
33	NTP	Notice to Proceed
34	QA	Quality Assurance
35	QC	Quality Control
36	RFP	Request for Proposals
37	RFQ	Request for Qualifications
38	RID	Reference Information Document
39	<del>ROD</del>	<del>Record of Decision</del>
40	RSIC	Reno-Sparks Indian Colony
41	RTC	Regional Transportation Commission
42	SOQ	Statement of Qualifications
43	SR	State Route
44	UPRR	Union Pacific Railroad
45	U.S.	United States
46	US	U.S. Highway
47	USACE	United States Army Corps of Engineers

1 USDOT United States Department of Transportation

2 **1.1.2 Definitions**

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

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

10 **“Affiliate”** means the following:

11 A) Parent companies at any tier;

12 B) Subsidiary companies at any tier;

13 C) Entities under common ownership; and

14 D) JVs, consortia, and partnerships involving such entities (but only as to activities of JVs,  
15 consortia, and partnerships involving the Proposer or any Principal Participant as a JV,  
16 consortium member, or partner and not to activities of other joint venturers, consortia, or  
17 partners not involving the Proposer or any Principal Participant) and other financially liable  
18 or responsible parties that i) within the past ~~five-ten~~ (105) years (measured from the date  
19 of issuance of this RFQ) have engaged in business or investment in North America or ii)  
20 have been involved, directly or indirectly, in the design, construction, management,  
21 operation, or maintenance for any project listed by an entity pursuant to Section 4.4.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 “**Major Participant**” means i) each Principal Participant, ii) the Lead Engineering Firm, iii) each  
24 member of the Proposer’s organization with primary responsibility for construction, iv) each  
25 member of the Proposer’s organization with a proposed subcontract identified by the Proposer as  
26 of the SOQ due date with a value greater than or equal to \$15 million (excluding subcontracts  
27 with suppliers), and v) each subconsultant responsible for performing more than fifteen percent  
28 (15%) of the design value.

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

32 “**Principal Participant**” means any of the following entities:

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

1 **“Project”** means the improvements to be designed and constructed by the Design-Builder and  
2 all other Work product to be provided by the Design-Builder in accordance with the Contract  
3 Documents. The Reno Early Action Project is the Project.

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

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

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

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

21 **“Quality Control” (“QC”)** means the total of all activities performed by the Design-Builder, Lead  
22 Engineering Firm, other Major Participants, Subcontractors, producers, or manufacturers to  
23 ensure that the Work meets the Contract requirements. For design, this includes, but is not limited  
24 to, procedures for design quality, checking, design review (including reviews for constructability),  
25 and review and approval of working plans. For construction, this includes, but is not limited to,  
26 procedures for materials handling and construction quality; inspection, sampling, and testing of  
27 materials, plants, production, and construction; material certifications, calibration, and  
28 maintenance of equipment; production process control; and monitoring of environmental  
29 compliance. QC also includes documentation for all QC design and construction efforts.

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

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

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

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

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

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

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

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

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

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

22 **“Work”** means all of the administrative, design, engineering, real property acquisition support  
23 services, utility relocation and support services, procurement, legal, professional, manufacturing,  
24 supply, installation, construction, environmental mitigation and management, supervision,  
25 management, testing, verification, labor, materials, equipment, maintenance, documentation and  
26 other duties, services and cost reimbursements to be furnished and provided by Design-Builder  
27 as required by the Contract Documents, including all efforts necessary or appropriate to achieve  
28 project completion of the Project and to fulfill the warranties, except for those efforts which the  
29 Contract Documents expressly specify will be performed by the Department or other Persons. In  
30 certain cases, as determined by the Department, the term is also used to mean the products of  
31 the Work.

## 32 **1.2 Project Goals**

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

- 34 A) Improve mobility and safety in the Project area for local and highway traffic by:
- 35 a. Reducing or eliminating backups on Eastbound I-80 approaching the I-80/I-580  
36 east to south system ramp,
  - 37 b. Improving the weaving movement between Wells Avenue and the I-80/I-580 east  
38 to south system ramp and between the I-80/I-580 system interchange and 2<sup>nd</sup>  
39 Street/Glendale Avenue interchange, and
  - 40 c. Enhancing traffic operations for 2nd Street/Glendale Avenue and Mill Street;

- 1 B) Minimize disruption (e.g., minimize the number and durations of proposed lane closures)  
2 and maximize facility capacity (e.g., maximize the number of open lanes) during  
3 construction Work for local and highway public traffic and emergency service providers  
4 by:
- 5 a. Maximizing the number of open lanes on I-580 and I-80 during the construction  
6 Work, specifically along mainline I-580 and approaching the I-80/I-580 east to  
7 south system ramp;
- 8 b. Maximizing the number of open lanes, open turn lanes, and turn lane storage  
9 lengths for all interchange ramps during the construction Work;
- 10 c. Minimizing the number and duration of proposed lane closures to interchange  
11 ramps during the construction Work;
- 12 d. Maximizing the number of open lanes, open turn lanes, and turn lane storage  
13 lengths for local streets during the construction Work; and
- 14 e. Minimizing the number and duration of proposed local street closures during the  
15 bridge Work;
- 16 C) Limit impacts to (e.g., access, noise) and enhance features (e.g., aesthetics) for local  
17 businesses, residents, schools, and the Reno-Sparks Indian Colony (RSIC);
- 18 D) Limit disruption and travel delays to and from schools near the Project area;
- 19 D)E) Avoid construction Work within the Truckee River boundaries and prevent  
20 demolition or construction-generated debris and materials from entering the river  
21 boundaries;
- 22 E)F) Proactively manage stormwater and water quality during both the construction  
23 phase and as integrated into the ultimate improvements, especially in and around the  
24 Truckee River;
- 25 F)G) Obtain the best value for the costs required to design and construct the Project  
26 through a competitive procurement;
- 27 G)H) Achieve substantial completion and open the Project to traffic by no later than Fall  
28 of 2021;
- 29 H)I) Schedule the Project's construction phase to maximize the number of work days  
30 within the 2020 construction season for Northern Nevada;
- 31 I)J) Provide a safe Project for workers and the traveling public;
- 32 J)K) Ensure the Work provides for forward compatibility with the future Spaghetti Bowl  
33 improvements; and
- 34 K)L) Provide a high-quality, aesthetically-pleasing, durable, and maintainable facility.

### 35 **1.3 Role of the Department**

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

- 38 A) Obtaining the appropriate environmental clearances except those specifically designated  
39 to the Design-Builder;
- 40 B) Providing overall program administration;

- 1 C) Preparing the RFQ and RFP, evaluating the submitted SOQs and Proposals, determining  
2 the Short-List, and selecting the Design-Builder;
- 3 D) Providing Contract procurement and administration;
- 4 E) Conducting QA oversight and audit of the Design-Builder's design and construction  
5 processes;
- 6 F) Identifying current Department right(s)-of-way and easements that will be identified in the  
7 RFP; and
- 8 G) Approving and accepting the Work and payment for the Work, in accordance with the  
9 provisions of the RFP.

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

## 12 **1.4 Role of the Design-Builder**

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

- 16 A) Design and construction of all Project elements;
- 17 B) Project design and construction management;
- 18 C) Project-related public information activities;
- 19 D) Coordination with Project stakeholders, other contractors, and utility owners;
- 20 E) Preparation of a comprehensive Quality Management Plan and provision of all design and  
21 construction QC in compliance with the approved Quality Management Plan for the  
22 Project;
- 23 F) Environmental mitigation and compliance monitoring;
- 24 G) Additional environmental investigations and monitoring associated with or resulting from  
25 the Design-Builder's actions;
- 26 H) Maintenance of traffic and perpetuating access to private properties (both temporary and  
27 permanent access);
- 28 I) Project safety and security;
- 29 J) Preliminary engineering, such as surveys and geotechnical investigations not provided by  
30 the Department;
- 31 K) Drainage and erosion control;
- 32 L) Construction waste disposal and handling;
- 33 M) Required clearances, licenses, construction easements, and permits for the Design-  
34 Builder's Work, work sites, and storage areas (on and off site);
- 35 N) Ancillary work, such as access roads, driveways, temporary fencing, relocation of  
36 drainage, work sites, and temporary works;
- 37 O) Acquiring, storing, permitting, and transporting materials;
- 38 P) Coordination and relocation of utilities and municipal drainage facilities (when required);

- 1 Q) Coordination of the Project design with the utility companies to avoid conflicts to the
- 2 maximum extent possible and to provide required clearances to existing power
- 3 transmission facilities not designated for relocation;
- 4 R) Site clearance, such as clearing, grubbing, and other site activities;
- 5 S) Maintenance of the Project during the Contract period;
- 6 T) Meeting or exceeding the defined DBE participation goal; and
- 7 U) Compliance with all federal, State, and local requirements applicable to the Project.

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

## 9 **1.5 Project Description**

10 The Project will design and construct a combination of improvements along 1) I-580/US-395  
11 (predominately in the southbound direction) and 2) Eastbound I-80 to address current bottlenecks,  
12 lane unbalance, poor weaving distances, poor operations, and poor safety. This Project will  
13 improve existing freeway and interchange operations and enhance safety through eight (8) key  
14 modifications:

- 15 A) Reconfigure the Wells Avenue entrance-ramp to Eastbound I-80 to improve current
- 16 weaving issues;
- 17 B) Widen the I-80/I-580 east to south system ramp;
- 18 C) Provide three lanes along Southbound I-580 through the I-80/I-580 system interchange;
- 19 D) Provide necessary lane balance within the Project limits along I-580;
- 20 E) Reconstruct Northbound I-580 through the 2<sup>nd</sup> Street/Glendale Avenue interchange to
- 21 accommodate the Southbound I-580 improvements;
- 22 F) Replace or modify seven (7) bridges along I-580;
- 23 G) Provide needed sound walls to meet environmental commitments along I-580; and
- 24 H) Enhance traffic operations between 2nd Street/Glendale Avenue and Mill Street by
- 25 potentially providing grade-separated ramps or other improvements that improve traffic
- 26 operations.

27 It is important to note that, at this time, the proposed Project remains in the environmental review  
28 and permitting process. Final environmental approvals and related requirements have not yet  
29 been clearly identified and secured. Additional alternatives, including a no-build alternative, are  
30 always considered in the environmental process, and it is possible that the Project scope may  
31 need to be modified to address changes required by applicable environmental approvals, or that  
32 a different alternative or a no-build alternative may be adopted. Nothing contained in this RFQ,  
33 including any description of the Project, is intended to modify, limit, or otherwise constrain the on-  
34 going environmental review and permitting for this Project or other projects within or around the  
35 Project area or commit the Department or any other entity to undertake any action with respect to  
36 the Project, including any procurement for the final design and construction of the Project.~~It is~~  
37 ~~important to note that, at this time, the proposed Project remains in the environmental process.~~  
38 ~~Final environmental approvals and related requirements have not yet been secured. Additional~~  
39 ~~alternatives, including a no-build alternative, are always considered in the environmental process,~~  
40 ~~and it is possible that the Project scope may need to be modified to comply with the environmental~~  
41 ~~process, or that a no-build alternative may be adopted. Nothing contained in this RFQ, including~~  
42 ~~any description of the Project, is intended to modify, limit, or otherwise constrain the~~

~~environmental process or commit the Department or any other entity to undertake any action with respect to the Project, including any procurement for the final design and construction of the Project.~~

## 1.6 Project Schedule

The anticipated time of Contract award is the summer of 2019. The actual completion date will be determined by the Design-Builder and submitted as part of its Proposal. Section 2.2 provides an overview of the anticipated procurement schedule. Further details regarding the procurement and project schedule and requirements for Project completion will be set forth in the RFP.

## 1.7 Project Status

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

- A) Survey: Control surveys will be completed for the Project. These files will be provided in the RFP.
- B) Preliminary Engineering: Preliminary horizontal alignments and roadway profiles will be established for the Project elements described above. These files will be provided in the RFP.
- C) Environmental: The Department is completing environmental documentation for the Project as described in Section 1.0.
- D) Geotechnical: Geotechnical information will be completed for the Project. These files will be provided in the RFP.
- E) Utilities: Potential utility conflicts associated with the preliminary design are being identified, and utility owners are being informed of these issues. Utility adjustments will be necessary to accommodate the Project and resolve physical conflicts between the utilities and the Project or the incompatibility between the Project design and the utilities based on the requirements of the applicable adjustment standards and laws.
- F) Right-of-Way: The Department is engaged in right-of-way acquisition activities for the Project. All agreements, easements, rights-of-entry, and other instruments under which the Department has received title, rights-of-entry, or rights-of-access on and to lands owned by governmental entities will be set forth in the RFP. The Project right-of-way access dates and constraints will be provided in the RFP.
- G) Landscape and Aesthetic Requirements: The Department will provide landscape and aesthetic requirements in the RFP in order to set the design parameters.

## 1.8 Contract Type

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

## 1.9 Payment and Liquidated and/or General Damages

The Contract will provide for fixed periodic payments with a five percent (5%) retention to a maximum retention of \$50,000.00. The final retention amount will be paid upon final acceptance and close out of the Project. The form of retention will be specified in the RFP.

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

## 5 **1.10 Governing Law**

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

## 7 **1.11 Quality Control (QC)/Quality Assurance (QA)**

8 The Design-Builder will be required to plan, implement, and provide a QC program for the Work.  
9 This program shall be developed by the Design-Builder using International Organization for  
10 Standardization (“ISO”) 9001 standards.

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

17 The Department may establish and maintain its own QA and/or an independent QA organization  
18 to oversee and/or perform quality audits of i) the Design-Builder's management, design,  
19 construction, and maintenance activities; ii) the Design-Builder's QC procedures; iii) the Design-  
20 Builder's Verification Sampling and Testing process; and iv) the quality of the final product.

## 21 **1.12 Insurance, Indemnification, Bonding, Licensing, and Securities**

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

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

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

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

- 39 A) Parent company and other guaranties;
- 40 B) Statements of joint and several liability by the Principal Participants;

- 1 C) Parent company securities; and
- 2 D) Warranties.

### 3 **1.13 Rules of Contact**

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

11 The specific rules of contact are as follows:

- 12 A) After issuance of the RFQ, no Proposer or any of its team members may communicate  
13 with another Proposer or members of another Proposer's team with regard to the Project  
14 or the SOQs, except that a Proposer may communicate with a Subcontractor that is on  
15 both its team and another Proposer's team, so long as those Proposers establish a  
16 protocol to ensure that the Subcontractor will not act as a conduit of information between  
17 the teams. (Communications among Proposers and team members are allowed during  
18 Department-sponsored meetings.)
- 19 B) Contact between the Proposers and the Department (questions and responses to  
20 questions) shall only be through the Department's and Proposer's Authorized  
21 Representatives. The Department's Authorized Representative is Doug Benamati at  
22 [DBenamati@dot.nv.gov](mailto:DBenamati@dot.nv.gov) in Agreement Services.
- 23 C) Commencing with the issuance of this RFQ and continuing until the earliest of i) award  
24 and execution of the Contract, ii) rejection of all Proposals by the Department, or  
25 iii) cancellation of the procurement, no Proposer or representative thereof shall have any  
26 ex parte communications regarding the RFQ, RFP, Contract, or procurement described  
27 herein with:
  - 28 a. Any member of the Department, including members of the Department of  
29 Transportation Board of Directors; and
  - 30 b. Any Department staff, advisors, contractors, or consultants involved with the  
31 procurement (including those referenced in this Section 1.13 and in Section 1.18)  
32 except for communications expressly permitted by the RFQ or RFP, or except as  
33 approved in writing in advance by the Department, in its sole discretion. The  
34 foregoing restriction shall not, however, preclude or restrict communications with  
35 regard to matters unrelated to the RFQ, RFP, Contract, or procurement or to limit  
36 participation in public meetings or any public or Proposer meeting related to the  
37 RFQ or RFP. Any Proposer engaging in such prohibited communications may be  
38 disqualified at the sole discretion of the Department.
- 39 D) The Proposers shall not contact the following identified stakeholders regarding the Project,  
40 including employees, representatives, members, consultants, and advisors of the entities  
41 listed below. The Department shall provide any necessary coordination during the RFQ  
42 stage with such entities in order that, among other things, the procurement is implemented  
43 in a fair, competitive, and transparent manner and with uniform information:
  - 44 a. The Nevada Highway Patrol;

- 1           b. U.S. Department of Transportation (USDOT) Secretary's Office;
- 2           c. USDOT Innovative Program Office;
- 3           d. The Federal Highway Administration (FHWA);
- 4           e. U.S. Army Corps of Engineering (USACE);
- 5           f. Regional Transportation Commission (RTC) of Washoe County;
- 6           g. Washoe County;
- 7           h. City of Reno;
- 8           i. City of Sparks;
- 9           j. RSIC;
- 10          k. Union Pacific Railroad (UPRR);
- 11          l. Environmental, regulatory, and permitting agencies; and
- 12          m. Utility companies.

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

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

### 23 **1.14 Proposer Questions**

24 The Department will consider questions submitted in writing by the Proposers regarding the RFQ,  
25 including requests for Clarification and requests to correct errors. Such comments/questions may  
26 be submitted at any time prior to the applicable date specified in Section 2.2, but must (a) be  
27 submitted electronically in writing in Microsoft Word format using the form set forth in Form T; (b)  
28 identify the requestor's name, address, telephone number, e-mail address, fax number, and the  
29 Proposer he/she represents; (c) be sequentially numbered; (d) identify the document and the  
30 relevant section number, page number, and line number (e.g., RFQ, Section 1.14, page 13, line  
31 8) or, if it is a general question, indicate so; (e) not identify the Proposer's identity in the body of  
32 the question or contain proprietary or confidential information. Every Form T must be submitted  
33 electronically to [agreeservices@dot.nv.gov](mailto:agreeservices@dot.nv.gov)

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

37 Only requests received by 3:00 p.m., local time, on the date specified in Section 2.2 will be  
38 addressed.

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

### 3 **1.15 RFQ Addenda**

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

### 8 **1.16 Notification of Firms on the Short-List**

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

### 12 **1.17 Costs**

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

### 16 **1.18 Ineligible Firms and Organizational Conflicts of Interest**

17 It is the Department's policy that any person or firm under contract, or previously under contract  
18 with the Department to prepare procurement documents, preliminary plans, planning reports, or  
19 other project development products for the Project, will not be allowed to participate in any  
20 capacity on a Proposer team. Exceptions to this policy may be granted by the Department, upon  
21 written request from such person or firm, if it is determined that the person or firm's involvement  
22 is in the best interest of the public and does not constitute an unfair competitive advantage.  
23 Proposers seeking such exception for any proposed team member shall submit such written  
24 request as soon as possible (optimally by June 20, 2018) because the Department shall not  
25 extend the SOQ due date or be responsible for any inability or failure to respond prior to the SOQ  
26 due date to any such request.

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

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

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

1 The Proposer is prohibited from teaming with, receiving any advice from, or discussing any aspect  
2 relating to the Project or the procurement of the Project with any person or entity with an  
3 organizational conflict of interest, including, but not limited to:

- 4 A) CH2M Hill,
- 5 B) Jacobs Engineering Group,
- 6 C) NOSSAMAN,
- 7 D) Avenue Consultants,
- 8 E) Lage Design,
- 9 F) Bednar Industries,
- 10 G) Civil FX,
- 11 H) Melchert Consulting,
- 12 I) Golder Associates, and
- 13 J) Affiliates (including parent companies, subsidiary companies, Persons under common  
14 ownership, JV members and partners, and other financially liable parties for a Person) of  
15 any of the above.

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

18 By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is  
19 thereafter discovered, the Proposer must make an immediate and full written disclosure to the  
20 Department that includes a description of the action that the Proposer has taken or proposes to  
21 take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Proposer  
22 knew, or should have known about, but failed to disclose is determined to exist during the  
23 procurement process, the Department may, at its sole discretion, disqualify the Proposer. If an  
24 organizational conflict of interest that the Proposer knew, or should have known about, but failed  
25 to disclose exists, and the Proposer has entered into a Contract as the Design-Builder, the  
26 Department may, at its sole discretion, terminate the Contract. In either case, the Department  
27 reserves all legal rights and remedies.

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

### 33 **1.19 Optional One-on-One Meetings**

34 One-on-one meetings with firms that are capable of leading proposer teams for the Project are  
35 optional and will be held by appointment on or about June 6, 2018, at:

36 NDOT District 2 Conference Room  
37 310 Galletti Way  
38 Sparks, Nevada 89431

39 To schedule a one-on-one meeting, firms should contact Doug Benamati at  
40 [DBenamati@dot.nv.gov](mailto:DBenamati@dot.nv.gov) by the deadline listed in Section 2.2.

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

- 2 A) The meetings are intended to provide Proposers with a better understanding of the Project  
3 and Project-related documents or communications provided by the Department.
- 4 B) The Department will not discuss with any Proposer any information submitted as part of  
5 this procurement (including other Proposals or other Proposers' Alternative Technical  
6 Concepts).
- 7 C) Proposers shall not seek to obtain commitments from the Department in the meetings or  
8 otherwise seek to obtain an unfair competitive advantage over any other Proposer.
- 9 D) No aspect of these meetings is intended to provide any Proposer with access to  
10 information that is not similarly available to other Proposers. Accordingly, material  
11 information about the Project or procurement that the Department reveals or discusses in  
12 response to questions raised in a one-on-one meeting will, except as provided in this RFQ,  
13 be revealed to the other Proposers.
- 14 E) The discussions or any statements made by either party in one-on-one meetings shall not  
15 be binding on such Person.
- 16 F) No part of the evaluation of SOQs will be based on the conduct or discussions that occur  
17 during one-on-one meetings.

18 Persons attending the one-on-one meetings will be required to sign an acknowledgment of the  
19 foregoing rules at each meeting.

## 20 **1.20 Organizational and Confidentiality Requirements**

21 The Department has established the following organizational and confidentiality requirements:

- 22 A) Only prospective Proposers that are capable of completing the Project in its entirety will  
23 be eligible for the Short-List.
- 24 B) Each of the following circumstances shall be deemed an organizational conflict of interest  
25 disqualifying the affected Proposers:
  - 26 a. Participation by any of the following Persons on more than one (1) Proposer team:  
27 a Principal Participant or Major Participant; or
  - 28 b. Participation of an Affiliate of any Person identified above in Section 1.20.B.a on  
29 another Proposer's team.
- 30 C) All Proposers affected by the organizational conflict of interest will be disqualified, even if  
31 the Person or Affiliate causing the conflict is intended to have a different or lesser role than  
32 that described above. Firms serving solely as an environmental coordinator or public  
33 information coordinator may be on multiple teams.
- 34 D) It is a requirement of the Department that Proposer organizations, including Principal  
35 Participants, Major Participants, and Key Personnel identified in the SOQ remain intact for  
36 the duration of the procurement process, including the subsequent Contract. A Proposer  
37 may propose substitutions for participants after the SOQ submittal; however, such  
38 changes will require written approval by the Department, which approval may be granted  
39 or withheld in the Department's sole discretion. Requirements for proposed changes in  
40 the organization of Key Personnel will be set forth in the RFP. Requests for changes in  
41 any of the Principal Participants or Major Participants will be particularly scrutinized.

1 E) The Proposer may be given access to records that are confidential under State laws solely  
2 for the purpose of performing the required services under the Contract. The Proposer shall  
3 be required to sign a nondisclosure statement prior to its receipt of such documents,  
4 obligating each employee, agent, or Subcontractor of the Proposer not to make  
5 inappropriate use of or improperly disclose any of the contents of such documents.

6 F) The Proposer must meet all legal, financial, and SOQ responsiveness along with the  
7 pass/fail requirements listed in Section 3.3.1.

## 8 **1.21 Proposal Stipend**

9 The Department will provide a stipend to Proposers on the Short-List. The stipend will be in the  
10 maximum amount of ~~\$225,000.00~~~~100,000.00~~. Specific details regarding i) the maximum stipend  
11 amount to be paid out by the Department, ii) a Proposer's eligibility to receive a stipend, iii) the  
12 timing of stipend release to eligible Proposers, and iv) the terms of stipend acceptance will be  
13 described during the RFP phase of the procurement.

## 14 **1.22 Bidder's Preference**

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

## 17 **1.23 Federal Requirements**

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

## 27 **1.24 Disadvantaged Business Enterprise (DBE) Program and Equal** 28 **Employment Opportunity**

### 29 **1.24.1 Policy**

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

### 36 **1.24.2 DBE Participation Goal**

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

1 applicable requirements set forth in the Contract Documents and the Department's DBE  
2 Permanent Program Plan.

3 The Department has determined that DBE requirements apply to both the design and construction  
4 of the Project. The Department's DBE participation goal is under consideration and will be  
5 provided in the RFP. Compliance with 49 CFR Part 26 shall be as set forth in this Section 1.24.

### 6 **1.24.3 Equal Employment Opportunity**

7 In connection with this RFQ and the Contract, Proposers shall not discriminate against any  
8 employee or applicant for employment because of race, creed, color, sex, national origin, age,  
9 disability, or marital status. Proposers shall take affirmative action to ensure that all applicants are  
10 treated fairly during employment without regard to their race, creed, color, sex, national origin,  
11 age, disability, or marital status. Such action shall include, but not be limited to, the following:  
12 layoff or termination, rates of pay or other forms of compensation, and employment, job  
13 assignment, upgrading, demotion, transfer, recruitment/recruitment advertising, and selection for  
14 training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

### 15 **1.25 Compliance with Applicable Laws**

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

## 2.0 PROCUREMENT PROCESS

### 2.1 Overall Procurement Process

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

The procurement process will include the following two steps:

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

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

#### 2.1.1 RFQ Step

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

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

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

#### 2.1.2 RFP Step

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

The relative weighting of scope, price, and technical submittals in the selection of the successful Proposer will be set forth in the RFP. At this time, the Department anticipates a Contract amount of approximately \$135 million to \$165 million, which includes an anticipated design cost between \$7 million and \$11 million and an anticipated construction cost between \$127 million and \$155 million. Best value will be determined based upon the proposed scope of work, price, schedule, quality, and other factors with guidelines defined in the RFP.

1 **2.2 Procurement and Anticipated Project Schedule**

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

**Procurement and Anticipated Project Schedule**

Activity	Due Date
Issue RFQ	May 15, 2018
Deadline to schedule optional one-on-one meetings	May 29, 2018
Optional one-on-one meetings	June 6, 2018
Final date for receipt of Proposer's questions	June 20, 2018
Issue date for final Addendum and/or answers to Proposer's questions (RFQ)	July 2, 2018
SOQ due date	July 16, 2018
Short-list announced	August 2018
Issue draft RFP	3 <sup>rd</sup> Quarter 2018
Issue final RFP	4 <sup>th</sup> Quarter 2018
Proposal due date	May 2019
Selection of best value Proposer	June 2019
Award	July 2019
Anticipated design duration	October 2019 to May 2020
Anticipated construction duration	March 2020 to October 2021

5

## 3.0 EVALUATION PROCESS FOR THE SOQ

### 3.1 Evaluation Objectives

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

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

### 3.2 Review and Evaluation of the SOQ

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

### 3.3 Evaluation Factors for the SOQ

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

#### 3.3.1 Pass/Fail Evaluation Factors

The pass/fail evaluation factors are as follows:

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

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

4 **3.3.2 Responsiveness**

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

12 **3.3.3 Quality Evaluation Factors**

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

**Quality Evaluation Criteria and Weighting**

Criteria	Weighting
<b>Design-Build Plan and Organization (Volume II Section 1 of the SOQ):</b> The objective of this evaluation factor is to identify Proposers that demonstrate a general understanding and plan to managing the design, construction, and technical issues and risks associated with design-build projects, in addition to Proposers that clearly define the functional relationships of the Proposer’s team and its Key Personnel.	25%
<b>Qualifications of Key Personnel (Volume II Section 2 of the SOQ):</b> The objective of this evaluation factor is to identify Key Personnel that have availability, demonstrate teamwork, and exhibit relevant experience in managing, designing, and/or constructing projects of similar size and complexity to that of the Project.	25%
<b>Experience and Past Performance of the Proposer Firms (Volume II Section 3 of the SOQ):</b> The objective of this evaluation factor is to identify i) the best design and construction firms available with demonstrated experience and a record of producing quality work on Department projects and other projects similar in size and complexity to the Project (notably in how a Proposer’s experience relates to Design-Build or other alternatively delivered projects); ii) Proposers that will effectively manage all aspects of the Contract in a quality, timely, and effective manner; and iii) Proposers with firms without a history of legal, financial, safety, quality, and timeliness problems that could adversely impact the Project.	40%
<b>Safety (Volume II Section 4 of the SOQ):</b> The objective of this evaluation factor is to identify Proposers with proven safety records/practices and to avoid Proposers with a history of safety problems.	10%

14 During the SOQ evaluation, ratings will be assigned for the various requirements (see Section  
 15 4.4.2) of each quality evaluation factor. The ratings assigned to each requirement will be compiled  
 16 to determine an overall quality evaluation factor rating. The ratings assigned to the quality  
 17 evaluation factors will be compiled to determine an overall quality rating for the SOQ. Numerical  
 18 scores will be assigned.

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

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

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

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

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

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

### 14 3.4 Requests for Clarification

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

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

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

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

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

36 Agreement Services  
37 Nevada Department of Transportation  
38 1263 South Stewart Street, Room 102  
39 Carson City, NV 89712  
40 Phone (775) 888-7070  
41 [agreeservices@dot.nv.gov](mailto:agreeservices@dot.nv.gov)

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

### 4 **3.5 Determination of the Short-List**

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

### 10 **3.6 Challenge**

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

1 **4.0 SOQ SUBMITTAL REQUIREMENTS**

2 **4.1 Date and Time of Receipt**

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

7 **4.2 Submittal Address**

8 SOQs shall be delivered to the following address:

9 Agreement Services  
10 Nevada Department of Transportation  
11 1263 South Stewart Street, Room 102  
12 Carson City, NV 89712

13 Each Proposer shall be responsible for obtaining a written receipt appropriate to the means of  
14 delivery from the Department office specified in this Section 4.2 at the time of delivery of its SOQ.  
15 It is the Proposer’s sole responsibility to ensure delivery of its SOQ to the Department at the time  
16 and place specified herein, and the Department shall have no liability or responsibility therefore.

17 **4.3 Page Limit, Format, and Quantities**

18 The Proposer’s SOQ shall be packaged into two (2) separate volumes. Volume I is to include the  
19 cover letter and Volume I’s sections and all applicable appendices. Volume II is to include Volume  
20 II’s sections and all applicable appendices. Both volumes of the SOQ shall include clearly marked  
21 dividers for each section. The page limits of the various sections of the SOQ exclude required  
22 forms, resumes, dividers, appendices, and the one-page (1-page) organizational chart, which may  
23 be provided on a single 11-inch by 17-inch sheet. (Appendix A provides further details on the  
24 contents of a SOQ.)

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

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

35 **4.4 Content of the SOQ**

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

1 Proposers must provide brief and concise information that addresses the objectives and the  
2 requirements of the Project consistent with the pass/fail evaluation factors described in Section  
3 4.4.1 and quality evaluation factors described in Section 4.4.2. Lengthy narratives containing  
4 extraneous information are discouraged.

5 The Department will maintain a confidential process for the duration of this procurement. All  
6 records related to this procurement, including, but not limited to, SOQs, Proposals, and the final  
7 Proposer ranking, will remain confidential until a notice of intent to award the Contract is issued  
8 pursuant to NRS 408.3888(1).

9 If the Proposer submits information in its SOQ that it believes to be confidential under NRS  
10 333.333, NRS 408.215, or elsewhere in State law, and wishes to protect it from disclosure, the  
11 Proposer must do the following:

12 A) Clearly mark all trade secrets or other proprietary information customarily regarded as  
13 confidential as such in its SOQ at the time the SOQ is submitted, and include a cover  
14 sheet immediately after the cover letter and Acknowledgment of Receipt (Appendix B)  
15 form in Volume I identifying each section and page that have been so marked;

16 B) Include a statement in the cover sheet justifying the legal basis for Proposer's  
17 determination that certain records are confidential for each record so defined; and

18 C) Defend any action seeking release of the records it believes to be confidential and  
19 indemnify, defend, and hold harmless the State and the Department, its agents, and its  
20 employees from any judgments awarded against the State in favor of the party requesting  
21 the records, including any and all costs connected with that defense. This indemnification  
22 survives the Department's cancellation or termination of this procurement or award and  
23 subsequent execution of a Contract. In submitting a SOQ, the Proposer agrees that this  
24 indemnification survives as long as the confidential information is in possession of the  
25 State.

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

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

#### 36 **4.4.1 Pass/Fail Factors**

##### 37 **4.4.1.1 Volume I: Cover Letter**

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

41 The cover letter shall clearly identify the Proposer's Authorized Representative and the street  
42 address, e-mail address, and telephone and fax numbers where questions to the Proposer can

1 be directed. The Proposer's Authorized Representative shall remain available to the Department  
2 throughout the evaluation of the SOQ to respond to questions or requests for Clarifications by the  
3 Department.

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

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

#### 10 **4.4.1.2 Volume I Section 1: Legal**

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

12 A) Submit Form L-1 (Appendix B), Proposer's Organization Information, for the Proposer's  
13 organization; and

14 B) Submit Form L-2 (Appendix B), Principal Participant and Major Participant Certification,  
15 for each Principal Participant and Major Participant covering the period identified for each  
16 question in Form L-2 five-year (5-year) period immediately preceding this procurement.

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

18 A) Identify the percent equity share held by each member on Form L-1 (Appendix B); and

19 B) If the Proposer is to be a consortium, partnership, or any other form of a JV, or an  
20 association that is not a legal entity, the Proposal shall contain an express statement from  
21 each Principal Participant and any other member who will make up Design-Builder  
22 indicating they will accept joint and several liability for the Design-Builder's obligations  
23 under the Contract.

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

26 A) Submit a notarized power(s) of attorney for each Principal Participant indicating the  
27 authority of the Principal Participant's representative to sign for that Principal Participant;  
28 and

29 B) Submit a notarized power(s) of attorney from each Principal Participant indicating the  
30 authority of the Proposer's Authorized Representative to sign documents for and on behalf  
31 of the Proposer's organization.

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

33 A) Full details of the organizational structure and supporting organization/formation  
34 documents, including a copy, as applicable, of the JV agreement, LLC operating  
35 agreement, or partnership agreement, if the Proposer has already been legally  
36 constituted, or

37 B) A brief description of the proposed legal structure and draft copies of the underlying  
38 documents, if the Proposer has not yet been legally formed, including the following:

39 a. All significant terms of the JV agreement, LLC operating agreement, or partnership  
40 agreement, including the rules relative to the administration of the JV, LLC, or  
41 partnership, including dealing with deadlock situations;



- b. Lists and describes typical design-build or alternative project delivery issues and risks facing a Design-Builder and/or the Department; and
- c. Describes the proposed plan of the Proposer team to innovatively manage the identified issues and risks to ensure a successful Project, considering the Department's Project goals listed in Section 1.2.

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

- B) Submit an organizational chart in accordance with the requirements of Section 4.3 identifying all Principal Participants, Major Participants, known Subcontractors, and Key Personnel responsible for major functions to be performed in managing, administrating, designing, constructing, and providing construction QC, environmental compliance, geotechnical expertise, and utilities coordination for the Proposer's organization. The chart shall include the organization and communication structure among the Proposers and their Principal Participants, Major Participants, Key Personnel, the Department, and any key stakeholders or third parties to this Project.

#### **4.4.2.2 Volume II Section 2: Qualifications of Key Personnel**

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

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

Qualifications for the Key Personnel are defined as follows:

- 1 A) The Project Manager shall have a minimum of ten (10) years of experience managing  
2 highway infrastructure projects of similar size and complexity to the Project.
- 3 B) The Construction Manager shall have a minimum of ten (10) years of experience  
4 managing highway infrastructure projects of similar size and complexity to the Project.
- 5 C) The Lead Engineer shall be a Nevada Registered Professional Engineer or be one prior  
6 to submitting a Proposal in response to the RFP, with a minimum of ten (10) years of  
7 experience managing the design of highway infrastructure projects of similar size and  
8 complexity to the Project.
- 9 D) The Quality Manager shall have five (5) years of experience in a similar role on a highway  
10 project of similar size and complexity to the Project and shall have successfully completed  
11 an ISO 9001 Lead Auditor Course and possess an ISO 9001 Lead Auditor certification  
12 prior to submitting a Proposal in response to the RFP.
- 13 E) The Environmental Compliance Manager shall have a minimum of seven (7) years of  
14 experience with permitting and managing the environmental monitoring of a highway  
15 project of similar size and complexity to the Project. This experience shall include  
16 permitting and managing environmental monitoring in and around river environments.
- 17 F) The Safety Manager shall have significant demonstrated experience in a work zone safety  
18 technician or supervisor capacity on highway construction projects of similar size and  
19 complexity to the Project, including a minimum of ten (10) years of progressive heavy  
20 construction experience, five (5) years of which must be safety management experience.  
21 The Safety Manager shall have completed training and current certification for CPR and  
22 first aid or have such certifications prior to submitting a Proposal in response to the RFP.

23 **4.4.2.3 Volume II Section 3: Experience and Past Performance of the Proposer**  
24 **Firms**

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

- 27 A) Provide a maximum five-page (5-page) narrative describing how the Proposer will use its  
28 knowledge of the codes, standards, and development processes used by the Department,  
29 local jurisdictions, and other critical stakeholders to effectively manage all aspects of the  
30 Contract in a quality, timely, and effective manner.
- 31 B) Submit Form DP (Appendix B), Department Project Description. The Proposer is to  
32 provide a project description for **every** project over \$10 million in construction value (for  
33 which the subject firm provided construction work) or over \$1 million in professional  
34 services and/or design value (for which the subject firm provided professional services  
35 and/or design work) that each Principal Participant and Major Participant is currently  
36 completing or has completed for the Department, as a prime or first-tier Subcontractor,  
37 within the last ten (10) years.
- 38 C) Submit Form E-1 (Appendix B), Past Project Description. The Proposer is to provide no  
39 more than ten (10) project descriptions highlighting experience in the last ten (10) years  
40 for **completed** projects similar in size and complexity to the Project. The Proposer is to  
41 include a minimum of two (2) project descriptions for each Principal Participant and Major  
42 Participant.
- 43 D) Submit Form E-2 (Appendix B), Subcontractor Information. Except for the designated  
44 Major Participants (who have already been included on Form L-1 and Form E-1 [Appendix  
45 B]), the Proposer is to identify Subcontractors (including subconsultants) the Proposer

1 plans to use, to the extent they are known, indicating what portion of the Work each such  
2 Subcontractor is anticipated to undertake. The Proposer is to submit a maximum one-  
3 page (1-page) summary of experience immediately following this Form E-2 for each listed  
4 Subcontractor, including subconsultants.

5 E) Submit Form PP (Appendix B), Past Performance. The Proposer is to submit a separate  
6 Form PP for each Principal Participant and Major Participant in accordance with  
7 instructions detailed on Form PP.

8 **4.4.2.4 Volume II Section 4: Safety**

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

10 A) Provide a maximum one-page (1-page) narrative describing the Proposer's safety  
11 program, including any innovative features and safety procedures that will protect  
12 Proposer personnel, Department personnel, and the traveling public; and

13 B) Submit Form S (Appendix B), Safety Questionnaire, for each Principal Participant and  
14 Major Participant anticipated to perform construction work on the Project.

1 **5.0 PROTESTS**

2 **5.1 Applicability**

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

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

10 **5.2 Deadlines for Protests**

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

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

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

20 **5.3 Content of Protest**

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

26 **5.4 Filing of Protest**

27 Protests shall be filed by hand delivery on or before the applicable deadline to the Department's  
28 Authorized Representative at the address specified in Section 3.4, with a copy to the Chief Deputy  
29 Attorney General in the Department's Legal Division, at the same street address specified in  
30 Section 3.4 in Room 315, as soon as the basis for protest is known to the Proposer. For any  
31 protests filed after the SOQ due date, the Proposer filing the protest shall concurrently send a  
32 copy of the protest to the other Proposers, whose addresses may be obtained by contacting the  
33 Department's Authorized Representative.

34 **5.5 Comments from Other Proposers**

35 Other Proposers may file statements in support of or in opposition to the protest within five  
36 (5) business days after the filing of the protest. The Department shall promptly forward copies of  
37 all such statements to the protestor. Any statements shall be sworn and submitted under penalty  
38 of perjury.

1 **5.6 Burden of Proof**

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

6 **5.7 Decision on the Protest**

7 The Department's Director or his designee shall issue a written decision regarding the protest  
8 within thirty (30) calendar days after the filing of the detailed statement of protest. If necessary to  
9 address the issues raised in a protest, the Department may, in its sole discretion, make  
10 appropriate revisions to this RFQ by issuing an Addendum.

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

13 **5.8 Protestant's Payment of Costs**

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

18 **5.9 Rights and Obligations of Proposers**

19 Each Proposer, by submitting its SOQ, expressly recognizes and agrees to the limitation on its  
20 rights to protest provided in this Section 5. The Proposer expressly waives all other rights and  
21 remedies that may be available to the Proposer under law. These provisions are included in this  
22 RFQ expressly in consideration for such waiver and agreement by the Proposers. If a Proposer  
23 disregards, disputes, or does not follow the exclusive protest remedies provided in this Section 5,  
24 it shall indemnify and hold the Department and its officers, employees, agents, and consultants  
25 harmless from and against all liabilities, fees, and costs, including legal and consultant fees and  
26 costs and damages incurred or suffered as a result of such Proposer's actions. Each Proposer,  
27 by submitting a SOQ shall be deemed to have irrevocably and unconditionally agreed to this  
28 indemnity obligation.

## 6.0 DEPARTMENT RIGHTS AND DISCLAIMERS

### 6.1 Department's Reserved Rights

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

- A) Modify the procurement process to address applicable law and/or the best interests of the Department and the State.
- B) Revise the scope, type, structure, and specific terms of this procurement.
- C) Modify the scope of the Project during the procurement process.
- D) Develop the Project, including any portion thereof, in any manner that the Department, in its sole discretion, deems necessary. If the Department is unable to negotiate a Contract to its satisfaction with the selected Proposer, it may negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other development or solicitations relating to the Project, or exercise such other rights under the statute and other provisions of State law as it deems appropriate.
- E) Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by the Department of the Contract, without incurring any cost obligations or liabilities, except as otherwise provided in Section 6.2 of the RFQ.
- F) Issue a new RFQ after withdrawal of this RFQ or a subsequent RFP.
- G) Not Short-List any Proposer responding to this RFQ.
- H) Not issue a RFP.
- I) Reject any and all submittals, responses, and SOQs received at any time.
- J) Modify all dates set or projected in this RFQ.
- K) Terminate evaluations of responses received at any time.
- L) Suspend and terminate Contract negotiations at any time, elect not to commence Contract negotiations with any responding Proposer, and engage in negotiations with other than the highest ranked Proposer.
- M) Issue Addenda, supplements, and modifications to this RFQ.
- N) Appoint evaluation committees to review the SOQs, make recommendations, and seek the assistance of outside technical, financial, and legal experts and consultants when evaluating the SOQs.
- O) Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ, or require additional evidence of qualifications to perform the work described in this RFQ.
- P) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.

- 1 Q) Add or delete Proposer responsibilities from the information contained in this RFQ or any  
2 subsequent RFP.
- 3 R) Negotiate with a Proposer without being bound by any provision in its Proposal.
- 4 S) Waive nonconformities, irregularities, and apparent clerical mistakes in a SOQ, accept  
5 and review a non-conforming SOQ, or permit Clarifications or supplements to a SOQ.
- 6 T) Disqualify any Proposer that changes its submittal without the Department's approval.
- 7 U) Disqualify any Proposer under this RFQ, the RFP, or during the period between the RFQ  
8 and RFP for violating any rules or requirements of the procurement set forth in this RFQ,  
9 the RFP, or in any other communication from the Department.
- 10 V) Add to the Short-List of Proposers any Proposer that submitted a SOQ in order to replace  
11 a previously Short-Listed Proposer that withdraws or is disqualified from participation in  
12 this procurement.
- 13 W) Conditionally place a Proposer on the Short-List requiring that certain conditions be met  
14 in order for such Proposer to remain on the Short-List (e.g., replacement of an individual  
15 listed as a Key Personnel with another individual who shall be subject to the approval of  
16 the Department in its sole discretion).
- 17 X) Not issue a notice to proceed after execution of the Contract.
- 18 Y) Develop some, or all, of the Project.
- 19 Z) Exercise any other right reserved or afforded to the Department under this RFQ or  
20 applicable laws and regulations.

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

## 27 **6.2 Department Disclaimers**

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

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

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

# **APPENDIX A**

## **FORMAT AND ORGANIZATION**

1 **APPENDIX A**  
2 **FORMAT AND ORGANIZATION FOR A STATEMENT OF QUALIFICATIONS**

3 **A1.0 Proposal Format**

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

8 A) The SOQ shall be packaged into two (2) separate volumes as follows. Both volumes of  
9 the SOQ shall include clearly marked dividers for each section.

10 1) Volume I:

- 11 i. Cover Letter
- 12 ii. Section 1 – Legal
- 13 iii. Section 2 – Financial
- 14 iv. Appendix A – Legal Documents

15 2) Volume II:

- 16 i. Section 1 – Design-Build Plan and Organization
- 17 ii. Section 2 – Qualifications of Key Personnel
- 18 iii. Section 3 – Experience and Past Performance of the Proposer Firms
- 19 iv. Section 4 – Safety
- 20 v. Appendix A – Awards, Citations, and Commendations

21 B) The sections in both volumes and appendices shall consist of loose-leaf pages. The cover  
22 letter shall be the first page of the Volume I binder with Section 1, Section 2, and Appendix  
23 A of Volume I immediately following the cover letter in one (1) three-ring (3-ring) binder.  
24 Section 1 through Section 4 and Appendix A of Volume II shall be placed together in a  
25 three-ring (3-ring) binder separate from Volume I.

26 C) Text shall be Arial font that is a minimum of eleven (11) points in height, provided the font  
27 size in the organizational charts, graphics, and tables may be ten (10)-point so long as the  
28 organizational charts, graphics, and tables are legible, as determined by the Department  
29 in its sole discretion. All pages shall be single-spaced. Pages shall be 8.5-inch by 11-  
30 inch (except those items specifically indicated in the RFQ as being another size) white  
31 paper with simple lettered/numbered dividers for each section/subsection. The dividers  
32 shall not include any text except the simple lettering/numbering for each  
33 section/subsection. Section dividers without information shall not count towards any page  
34 limitation; however, such dividers with information shall be so counted. Single-sided pages  
35 shall be used. Each page in each section shall be numbered consecutively (e.g., 1-1, 1-2;  
36 2-1, 2-2; 3-1, 3-2; etc.). Each page number shall be centered at the bottom of each page.

37 D) Present information clearly and concisely. Documentation that is difficult to read may be  
38 rejected and may lead to disqualification.

39 E) The information shall be easily reproducible by normal black and white photocopying  
40 machines.

Nevada Department of Transportation

1 F) SOQs will become the property of the Department. Copies of each SOQ will be retained  
2 after the RFQ step for the Project files and will become part of the public record.

SOQ Section No.	Section Title and Required Information	RFQ Reference
Volume I: N/A	Cover Letter, including the <u>Acknowledgement of Receipt</u> form and (if applicable) a cover sheet that identifies each section and page number and justification of all marked trade secrets or other proprietary information customarily regarded as “confidential.”	4.4.1.1
Volume I Section 1: Legal	The Proposer is required to submit: <ul style="list-style-type: none"> <li>• <u>Form L-1</u></li> <li>• <u>Form L-2</u></li> <li>• If a joint venture (JV), limited liability company (LLC), or partnership, include the:               <ul style="list-style-type: none"> <li>▪ Percent equity share of each Principal Participant and</li> <li>▪ Express statement of joint and several liability.</li> </ul> </li> </ul>	4.4.1.2
Volume I Section 2: Financial	The Proposer is required to submit: <ul style="list-style-type: none"> <li>• <u>Surety letter(s)</u></li> </ul>	4.4.1.3
Volume I Appendix A: Legal Documents	<ul style="list-style-type: none"> <li>• Power(s) of attorney</li> <li>• If a JV, LLC, or partnership, include:               <ul style="list-style-type: none"> <li>▪ Details of the organizational structure and supporting organization/formation documents if the Proposer has already been legally constituted; or</li> <li>▪ A brief description of the proposed legal structure and draft copies of the underlying documents if the Proposer has not been legally formed.</li> </ul> </li> </ul>	4.4.1.2
Volume II Section 1: Design-Build Plan and Organization	The Proposer is required to submit: <ul style="list-style-type: none"> <li>• A narrative described in <u>Section 4.4.2.1</u> of this RFQ</li> <li>• An organizational chart</li> </ul>	4.4.2.1
Volume II Section 2: Qualifications of Key Personnel	The Proposer is required to submit: <ul style="list-style-type: none"> <li>• <u>Form O-1</u></li> <li>• Key Personnel work commitment chart</li> <li>• Key Personnel project experience chart</li> <li>• Resumes for each Key Personnel (maximum one-page [1] resume for each Key Personnel)</li> </ul>	4.4.2.2
Volume II Section 3: Experience and Past Performance of the Proposer Firms	The Proposer is required to submit: <ul style="list-style-type: none"> <li>• A maximum five-page (5-page) narrative described in <u>Section 4.4.2.3</u> of this RFQ</li> <li>• <u>Form DP</u></li> <li>• <u>Form E-1</u> (for a maximum of ten [10] projects)</li> <li>• <u>Form E-2</u> and one-page (1) maximum experience summaries</li> <li>• <u>Form PP</u></li> </ul>	4.4.2.3
Volume II Section 4: Safety	The Proposer is required to submit: <ul style="list-style-type: none"> <li>• A narrative described in <u>Section 4.4.2.4</u> of this RFQ</li> <li>• <u>Form S</u></li> </ul>	4.4.2.4
Volume II Appendix A	Awards, Citations, and Commendations as a supplement to <u>Form PP</u>	4.4.2.3 and <u>Form PP</u>

3

# APPENDIX B FORMS

## TABLE OF CONTENTS

	Acknowledgement of Receipt
<u>Form DP</u>	Department Project Description
<u>Form E-1</u>	Past Project Description
<u>Form E-2</u>	Subcontractor Information
<u>Form L-1</u>	Proposer's Organization Information
<u>Form L-2</u>	Principal Participant and Major Participant Certification
<u>Form O-1</u>	Proposed Key Personnel Information
<u>Form PP</u>	Past Performance
<u>Form S</u>	Safety Questionnaire
<u>Form T</u>	RFQ Comment Form

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

(To be attached to Statement of Qualifications Cover Letter)

\_\_\_\_\_  
(Name of Proposer)

We hereby acknowledge receipt of the Reno Early Action Project (REAP) RFQ dated May 2018, and subsequent Addenda and responses to questions issued by the Nevada Department of Transportation. An attorney-in fact for each of the Principal Participants may execute this Addenda/acknowledgement form on behalf of the respective Principal Participants. The use of additional sheets is acceptable.

Addendum No.	Date Issued
_____	_____
_____	_____
_____	_____

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

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Title)

**FORM DP  
DEPARTMENT PROJECT DESCRIPTION**

**Instructions:** The Proposer is to provide a project description (this Form DP) for every project over \$10 million in construction value (for which the subject firm provided construction work) or over \$1 million in professional services and/or design value (for which the subject firm provided professional services and/or design work) that each Principal Participant and Major Participant is currently completing or has completed for the Department, as a prime or first-tier Subcontractor, within the last ten [10] years.

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

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

**Department Project Details**

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

**FORM E-1  
PAST PROJECT DESCRIPTION**

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

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

**Project Details**

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

**FORM E-2**  
**SUBCONTRACTOR INFORMATION**

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

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

Subcontractor Name	Address and Phone Number	Work Planned for the Project

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

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

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

Nevada Department of Transportation

---

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

**FORM L-2**  
**PRINCIPAL PARTICIPANT AND MAJOR PARTICIPANT CERTIFICATION**

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

A) Has the firm or any Affiliate ever failed to complete any work it agreed to perform, or had a contract terminated because it was in default? If yes, describe.

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

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

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

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

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

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

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

Nevada Department of Transportation

---

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

(Must be signed by an officer of the firm)

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

Position	Key Personnel Name	Years of Experience	Education/ Registrations	Parent Firm Name	Reference Name, Phone and Fax numbers
Project Manager <sup>a</sup>					
Construction Manager					
Lead Engineer					
Quality Manager					
Environmental Compliance Manager					
Safety Manager					

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

**FORM PP  
PAST PERFORMANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Awards, Citations, and/or Commendations**

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

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

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

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

**Claims, Dispute Proceedings, Litigation, and Arbitration**

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

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

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

Project Name and Issue	Owner/ Agency Initiated Action	Resolution/Outcome	Indicate if Unresolved or Outstanding Action	Current Owner Contact Name, Phone, and Fax Nos.

**Liquidated Damages**

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

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

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

Project Name	Cause of Delay(s)	Amount Assessed	Describe Outstanding Damage Claims by Any Owner	Current Owner Contact Name, Phone, and Fax Nos.

**Termination for Cause or Default**

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

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

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

Project Name	Describe Reason for Termination	\$ Amount Involved	Current Owner Contact Name, Phone, and Fax Nos.

**Disciplinary Action**

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

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

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

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

**FORM S  
SAFETY QUESTIONNAIRE**

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

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

A) Provide the following information for the past five (5) years nationwide (if the 2017 Experience Modification (E-Mod) (or NCCI) Rating is unavailable, please note "N/A"):

Item	2013	2014	2015	2016	2017
<u>Annual average number of employees<sup>1</sup></u>					
<u>Total eEmployee hoursdays worked (workdays) (Do not include nonwork time, even though paid)<sup>1</sup></u>					
<u>Total number of non-fatal work-related injury and illness cases<sup>1</sup></u>					
<u>Number of cases involving days away from work<sup>1</sup> Lost workday cases (as a percentage of workdays)</u>					
<u>Number of cases involving Restricted job transfer or restricted work activity only<sup>1</sup> day-cases (as a percentage of workdays)</u>					
Insurance Experience Modification (E-Mod) (or NCCI) Rating					
OSHA reportable incidents					
OSHA citations					

B) Provide the following information for all ~~completed projects during the last five (5) years by the firm (include all the projects listed on Form DP and Form E-1 first followed by other projects completed within the last five [5] years on the table):~~

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

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

**FORM T  
RFQ COMMENT FORM**

Requestor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

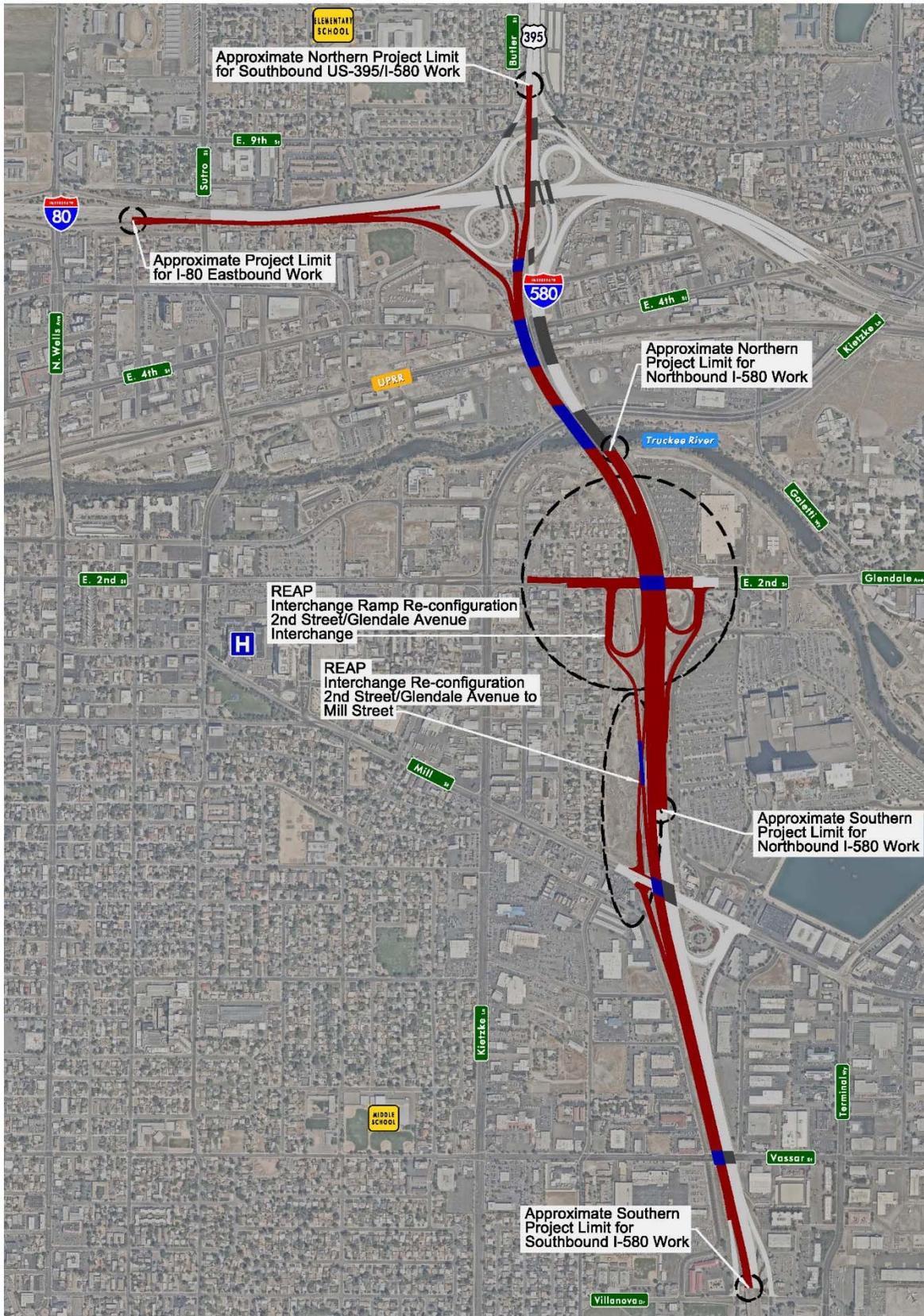
Fax #: \_\_\_\_\_

Proposer Represented: \_\_\_\_\_

Comment Sheet \_ of \_ Sheets

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

# APPENDIX C PROJECT MAP



- Legend:**
- Existing Pavement
  - Existing Bridge
  - Potential Project Work Limits
  - Potential Project Work - Bridges