

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSAL

329-25-015

Project Specifications and Instructions
for Submitting a Proposal to Furnish

Consultant Services for the Henderson Interchange - Phase 1

Clark County

Due: **October 15, 2025**
No later than 11:00 A.M. PT



Tracy Larkin Thomason, P.E., Director
Department of Transportation

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This Request for Proposal (RFP) is being advertised to select one (1) firm with whom the Nevada Department of Transportation (DEPARTMENT) hopes to negotiate an Agreement for the described services. Issuance of this RFP shall in no way constitute a commitment by the DEPARTMENT to execute an Agreement.

The DEPARTMENT reserves the right to issue addenda to this RFP prior to the Proposal due date. It is the Proposer's responsibility to check for any addenda to this procurement at www.dot.nv.gov prior to Proposal submission. Submission of a Proposal constitutes acknowledgement of this RFP and all subsequent addenda. The DEPARTMENT reserves the right to reject any or all Proposals received in response to this RFP, or to cancel this RFP if it is deemed in the best interest of the DEPARTMENT to do so.

SECTION I - BACKGROUND

The Henderson Interchange Project is comprised of the junction of Interstate 11 (I-11) with Interstate 215 (I-215), and State Route 564 (SR564) Lake Mead Parkway. The interchange was constructed in 2005. To address safety concerns, a barrier rail and striping project was completed in 2017. Commuter and other corridor trips are expected to increase as development in the vicinity continues. To address these needs, a full reconstruction of the Interchange was proposed in 2020. The related [Environmental Assessment \(EA\)](#) work, with a [Finding of No Significant Impact \(FONSI\)](#) was completed in September 2022, and a Design-Build procurement started shortly after. As part of the procurement process, the DEPARTMENT had completed a Change in Control of Access Report (CCAR). The traffic analysis to prepare this document utilized the Aimsun Next software. The procurement was canceled in late 2024, because proposed costs exceeded the DEPARTMENT's budget. The DEPARTMENT has developed a revised project concept which takes advantage of recent policy changes and will cost less. Phase 1 of this Project includes the east and west legs of the interchange. The limits of this Phase are Stephanie Street and Van Wagenen Street.

SECTION II - MINIMUM QUALIFICATIONS

Statement of Qualifications (SOQ) will first be reviewed to determine if minimum qualification requirements are met. Qualifications will be evaluated solely based upon information submitted in the SOQ; therefore, the SOQ must include sufficiently detailed information to clearly establish that the Proposer meets the minimum qualifications. Any Proposals submitted that do not meet the minimum qualification requirements, as outlined below, will be disposed of in an appropriate manner, at the sole discretion of the DEPARTMENT, and without further review. All minimum qualifications must be held at time of submittal unless otherwise indicated.

Minimum Qualification Requirements:

- The proposed Project Manager must be a Licensed Professional Civil Engineer in the State of Nevada. Note: since the Department will be managing this Project in-house, the proposed Project Manager will not be considered Key Personnel, and the position may be filled by another qualified Key Team Member.
- The proposed Traffic Analysis / Interchange Access Justification (IAJ) (CCAR) Lead must be a Licensed Professional Civil Engineer in the State of Nevada with a minimum of ten (10) years of progressively responsible experience in traffic analysis, microsimulation modeling, and reporting of results.
- The proposed Public Outreach Lead must have a bachelor's degree in Public Relations, Communications, Civil Engineering, Urban Planning, or a closely related field, and must have a minimum of twelve (12) years of progressively responsible experience in public involvement for transportation or infrastructure projects with a minimum of three (3) years as the Lead for public meetings on large-scale infrastructure projects. Note: verification of this Key Team Member's

bachelor's degree in one of the fields identified above may qualify as four (4) of the twelve (12) years of required experience.

- The proposed Structures Lead must be a Licensed Professional Civil Engineer in the State of Nevada with a minimum of ten (10) years of progressively responsible experience in transportation-related structure design (bridges, signs, retaining walls).
- The proposed Geotech Lead must be a Licensed Professional Civil Engineer in the State of Nevada with a minimum of ten (10) years of progressively responsible experience in transportation-related structure design (bridges, signs, retaining walls).
- The proposed Survey Lead must be a Licensed Professional Land Surveyor in the State of Nevada with a minimum of ten (10) years of progressively responsible experience in complex transportation As-Built Mapping, Control, and Right-of-Way (ROW).
- The proposed Signs and Traffic Control (TC) Lead must be a Licensed Professional Civil Engineer in the State of Nevada with a minimum of ten (10) years of progressively responsible experience in civil engineering or closely related field, with a minimum of five (5) of these years in Signs, Striping, and Traffic Control.
- The proposed Signals Lighting and ITS (SLI) Lead must be a Licensed Professional Civil or Electrical Engineer in the State of Nevada with a minimum of ten (10) years of progressively responsible experience in civil engineering or closely related field, with a minimum of five (5) of these years in Signals, Lighting and ITS. Note: these last two Key Personnel roles may be combined to be filled by one (1) Traffic Design Lead as long as the minimum qualification requirements are met.
- The proposed Landscape and Aesthetics (L&A) Lead must be a Licensed Landscape Architect in the State of Nevada with a minimum of ten (10) years of progressively responsible experience in transportation-related L&A design.

****The Proposer and its Project Manager shall comply with the registration requirements of Chapter 625 of the Nevada Revised Statutes (NRS), Professional Engineers and Land Surveyors, and Chapter 623 of the NRS, Architecture, Interior Design and Residential Design, at the time of submission of the Proposal. Such individual(s) must be employed by the firm that is submitting the Proposal for consideration by the DEPARTMENT. A firm cannot meet the registration requirements of NRS Chapter 625 and 623, for qualification purposes, by "borrowing" such a person from another firm under the guise of a "Joint Venture" submission. Each firm of a Joint Venture must be qualified by the DEPARTMENT by having a Nevada licensed Professional Engineer, Land Surveyor, and Architect on staff; each Joint Venture firm must stand alone in this requirement. If the Proposal is being submitted by a Joint Venture, a copy of the documents by which such Joint Venture is formed must be submitted with the Proposal. The individuals so named must be Nevada licensed Professional Engineers, Land Surveyors, and Architects at the time of submission; pending licenses do not qualify.**

The Proposer shall procure and maintain for the duration of the Agreement any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by the Proposer to provide the goods or services required by the Agreement. The Proposer shall provide proof of its compliance upon request of the DEPARTMENT. The Proposer will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of the Proposer in accordance with NRS 361.157 and NRS 361.159. The Proposer agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of the Agreement. The Agreement may be terminated without notice if any of the above licenses or requirements are for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed.

SECTION III - SCOPE OF SERVICES

The Project Scope is for specific final design services for Phase 1 which includes the widening of I-215 westbound from Stephanie Street to the I-11 interchange, Lake Mead Parkway from the I-11 interchange to Van Wagenen Street, the I-11 northbound to I-215 westbound ramp, and the Lake Mead Parkway westbound to I-215 westbound ramp. It also includes adjustments to the intersection at Lake Mead Parkway, Fiesta Henderson Boulevard, and East Gate Road. Attachment A is a concept for Phase 1 showing the general concept of the work to be performed. Attachment B is a concept for Phase 2. Combined, these two (2) attachments represent the plan for ultimate construction of the interchange. Under this RFP the DEPARTMENT is seeking a SERVICE PROVIDER who will assist with successful delivery of the Project. Elements of the Project will include Final Design of the interchange, NEPA reevaluation, right-of-way adjustments, UPRR and Utilities coordination, and updating the Interchange Access Justification Report (IAJ) formerly the CCAR. Under this RFP, the consultant will provide the specific services listed below for phase 1 and coordinate their design with the other disciplines being completed by the DEPARTMENT.

Required Services:

- Traffic Analysis / IAJ report
- Safety Analysis (support IAJ report only)
- Public Information (Public Meeting Only – for NEPA reevaluation)
- Structures
- Geotechnical
- Survey, (Structures Design Support Only) Note: This work must maintain a tolerance of 0.03 feet or better
 - o Associated MOT / Temporary Traffic Control
- Traffic Design – Signage / Traffic Control (striping completed in-house)
- Traffic Design – Signals / Lighting / ITS
- Landscape and Aesthetics

The following disciplines are not needed at this time but may be added in the future should the needs of the DEPARTMENT change.

- Project Management
- Environmental NEPA reevaluation
- Roadway Design
- Hydraulics
- Right of Way Acquisitions
- Utilities Design and coordination
- UPRR coordination

SECTION IV - INSTRUCTIONS TO PROPOSER

Task	Date
RFP Release	09/17/2025
Proposers' Questions Due	09/24/2025 at 11:00 A.M. PT
DEPARTMENT's Response to Proposers' Questions Distributed	10/01/2025
Proposal Due	10/15/2025 at 11:00 A.M. PT

The Proposal must respond to each Evaluation Factor listed. The Proposal MUST provide clearly titled sections, referencing the same number and title as the Evaluation Factor being addressed. Each Evaluation Factor must be addressed in the exact same order as the Evaluation Factors appear in Section IV - Instructions to Proposer. All other appendices and/or documents may be utilized by the DEPARTMENT in support of the responses but will NOT be considered as standalone responses to the Evaluation Criteria.

No cost information is to be provided with the Proposal. The selection will be based on the Proposal offering the best qualifications to the DEPARTMENT. Cost shall be negotiated with the most qualified firm after conclusion of the evaluation process.

EVALUATION FACTORS

- 1. Project Approach (30 points):** Proposer's understanding of the Project requirements contained in the Scope of Services. Proposed approach including the identification of specific tools and methods to be used to complete Project requirements. Specifically, how the Proposer intends to coordinate and complete the tasks assigned as part of a design team and successfully deliver the Project on time and in collaboration with the DEPARTMENT's Design Team. Identify potential complications, difficulties or high-risk components that might be encountered in the implementation of required services along with suggested solutions.
- 2. Project Team (30 Points):** Proposer's summary of professional experience and other pertinent information for each Key Person of the Proposed Team who will be assigned to this Project including their sustained availability and capacity through the duration of the Project. Display or provide an explanation of the current organizational chart showing the Project Team including roles, responsibilities, key persons, other discipline leads, subcontractors and Disadvantaged Business Enterprises (DBEs). Proposer should clearly explain how their Team is the most capable for the Project and what differentiates their Team.
- 3. Past Performance (20 points):** Proposer's past performance in terms of projects, quality of work, compliance with project task schedule, and cost control of budget commitment. Proposer should clearly demonstrate how their respective assigned Discipline Team's previous performance in similar projects and tasks makes them the most capable to effectively deliver the Project. Inclusion of relevant work completed by the Prime, and/or their subconsultant's team proposed for this Project in the past five (5) years.
- 4. Quality Control and Assurance (15 points):** Proposer's approach for ensuring the DEPARTMENT receives a deliverable that meets all expectations of standards and quality. Describe how your Team plans on meeting the DEPARTMENT expectations of quality, challenges which may be encountered meeting the quality expectations, and how the Team plans on overcoming those challenges to meet the delivery schedule.
- 5. DBE Goal (5 points):** This project has a DBE goal of 6% - Submittal of completed Attachment C – DBE/ Commitment to Subcontractors, DBE Certificates, and DBE Commitment Letters per Section VII will satisfy a response to this Evaluation Factor and will not count towards the maximum allowable pages.

The Proposers must follow these requirements in preparing their Proposals:

1. The Proposal must respond to each Evaluation Factor. Each response must be contained in its own unique, numbered section bearing the same number and title as the particular Evaluation Factor being addressed. Each Evaluation Factor must be presented in the exact same order as the Evaluation Factors appear in this Section IV - Instructions to Proposer.
2. It is recommended that 11-point standard Arial font and 1.5-line spacing is used in the responses to the Evaluation Factors including tables, figures, charts and graphics. To prevent interference with the presentation of the material, the text size and line spacing used must be legible without the use of magnification. Disregard for this recommendation may negatively affect Proposal evaluation. The responses to the Evaluation Factors must not exceed twelve (12) 8½" x 11" pages. 11" x 17" pages will be counted as two (2) pages. Please see paragraph 4 below for additional information about what is not included in the page count.

3. A Cover Letter is required. The Cover Letter may be single-spaced and must not exceed one (1) 8½" x 11" page. It must include the Proposer's contact information including name, mailing address, telephone number, and email address.
4. Resumes, Nevada State Business Licenses, Statements of Qualifications (see Attachment D - Statement of Qualifications), DBE Form (Attachment C – DBE Commitment to Subcontractors), DBE Certifications, and DBE Commitment Letters must only be included as an Appendix to the Proposal. **Resumes can be submitted to verify information contained in the responses to the Evaluation Factors but will not be considered by the review committee as part of the Proposal.** Cover Page, Section Dividers, Cover Letter, and aforementioned Appendix do not count towards the page count limitation identified in Paragraph 2 above. Any additional appendices with information that pertains to the Evaluation Criteria will be counted toward the page limit.
5. The United States Department of Transportation (USDOT or Department) requires the collection of Proposer list information from successful and unsuccessful Proposers and their subcontractors. This information includes company name, DBE or non-DBE status, race and gender information for the firm's majority owner/sitting authority, age of firm, gross receipt brackets, and North American Industry Classification System (NAICS) code applicable to each scope of work the firm sought to perform in its Proposal. Information collected must be submitted with all proposals on the "Service Provider List Requirements" form that is attached to this RFP (see Attachment E – Service Provider List Requirements).

Failure to meet any stated requirements or limitations within this RFP may result in a Proposal being deemed non-responsive in the DEPARTMENT's sole discretion.

Each Proposer must submit its Proposal in a searchable PDF format through the DEPARTMENT's Vendor Portal website, located at www.dot.nv.gov/doing-business/vendor-opportunities/vendor-portal-login. In order to submit Proposals, Proposers must initially register with the DEPARTMENT at www.dot.nv.gov/doing-business/vendor-opportunities/vendor-registration.

Any Proposal received prior to the date and time specified above for receipt of Proposals may be withdrawn or modified; Proposals can be modified through the Vendor Portal webpage any time prior to the date and time specified above. The modified Proposal must be received before the time and date specified above for receipt of Proposals.

Proposals received after the specified deadline will not be considered and will be disposed of in an appropriate manner suitable to the DEPARTMENT, in its sole discretion.

Confidential Information, Trade Secrets, and/or Proprietary Information must be marked as such in the Proposal. The failure to mark this information as per NRS 333.020 and 333.333 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the DEPARTMENT. If the DEPARTMENT reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 333, the DEPARTMENT will contact the Proposer. The Proposer must advise the DEPARTMENT as to whether it either accepts the DEPARTMENT's determination that the information is not confidential or withdraws the information. The Proposer will not be allowed to alter the Proposal after the date and time set for receipt of Proposals shown above. Notwithstanding the provisions in NRS Chapter 333, the DEPARTMENT retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

The DEPARTMENT assumes no financial responsibility in connection with the Proposers' costs incurred by attending any mandatory pre-submittal meeting, in the preparation and submission of the Proposal

packets, or by attending the oral interviews, if such interviews are conducted by the DEPARTMENT in its sole discretion.

Each Proposer shall familiarize itself with the "Sample Service Agreement" template which can be found under the "Vendor Opportunities" section on the [Nevada Department of Transportation](https://www.dot.nv.gov/doing-business/vendor-opportunities/open-procurements) website. To maintain consistency between the DEPARTMENT and its SERVICE PROVIDERS, only those portions of the "Sample Service Agreement" which are blank may be open for negotiation.

The Cost Plus Fixed Fee method of compensation shall be used for the Proposer's services, as set forth in 48 CFR Chapter 1.

SECTION V - RULES OF CONTACT

The following rules of contact shall apply during this procurement:

After release of the RFP and through the Notice of Award of the Agreement, the Proposers shall **ONLY** correspond with the DEPARTMENT regarding this RFP through the DEPARTMENT's designated representative as per NAC 333.155. The exception applies upon issuance of the Notice of Intent, where negotiations will be conducted between the DEPARTMENT and the successful Proposer(s). The designated representative's contact information is:

Agreement Services
Nevada DEPARTMENT of Transportation
1263 South Stewart Street, Room 102
Carson City, Nevada 89712
Phone: 775-888-7070
Fax: 775-888-7101
agreeservices@dot.nv.gov

The Proposers shall not contact the DEPARTMENT's employees, including DEPARTMENT heads, members of the review committee and/or any official who will participate in the decision to award the Agreement regarding the Project, except through the process identified above. Any communications determined to be improper may result in disqualification, at the sole discretion of the DEPARTMENT. Any official information regarding the RFP will be disseminated by the DEPARTMENT. Specific information necessary for the preparation of Proposals will be disclosed to all Proposers. The DEPARTMENT will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein. Failure to comply with these rules of contact may result in a Proposal being deemed non-responsive in the DEPARTMENT's sole discretion.

SECTION VI - PROPOSER QUESTIONS

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

Any questions raised by Proposers must be submitted in writing through the Open Procurements webpage, located at www.dot.nv.gov/doing-business/vendor-opportunities/open-procurements no later than **11:00 A.M. PT, on September 24, 2025**. The DEPARTMENT will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, on or before **October 1, 2025**. Only requests submitted through the Open Procurements webpage will be considered. No requests for additional information or clarification to any other DEPARTMENT office, consultant, employee, or the Federal Highway Administration (FHWA) will be considered or allowed.

SECTION VII – DBE/SBE REQUIREMENTS

The DEPARTMENT has established a Disadvantaged Business Enterprise (DBE) goal of six percent (6%) of the total dollar value of the negotiated Agreement with the successful Proposer. A DBE must be a small business concern as defined by the U.S. Small Business Act, 15 USC § 632 or by 49 CFR Subtitle A, Part 26.

DBE firms must be certified by the Nevada Unified Certification Program (NUCP) in accordance with 49 CFR Part 26 in a NAICS code applicable to the kind of work the firm would perform on the project in order to count towards DBE goal attainment. The DEPARTMENT is an agency member of the NUCP. A list of certified DBEs may be obtained from the DEPARTMENT's website at www.ndot.dbesystem.com. DBE status continually changes; therefore, it is recommended that the Proposer verifies certification at www.ndot.dbesystem.com before submitting a Proposal.

Proposers shall include the following information in their submitted Proposal:

- A. Completed Attachment C – DBE Commitment to Subcontractors form;**
- B. Copy of selected DBE's certification issued by the NUCP; and**
- C. A DBE Commitment Letter ([sample letter](#)) from each DBE firm listed on Attachment C – DBE Commitment to Subcontractors form, on the DBE firm's letterhead, clearly indicating:**
 - a. the DBE firm's name and address;**
 - b. a description of the work to be performed by the DBE; and**
 - c. the percentage of the negotiated Agreement to be performed by the DBE.**

A Proposer who is unable to meet the DBE requirement stated herein may receive DBE evaluation criteria points by making a documented "Good Faith Effort" that is approved by the DEPARTMENT. The documentation necessary to establish a "Good Faith Effort" must be submitted with the Proposal. The "Good Faith Effort" must be a substantial, documented effort that may include, but is not limited to, the items listed in 49 CFR Part 26, Subpart C, Sections 26.53(a)(2) and Appendix A.

Proposers failing to demonstrate their ability to attain the stated DBE goal or to provide adequate Good Faith Efforts approved by the DEPARTMENT in accordance with 49 CFR Part 26, Subpart C, **shall receive a score of zero (0)** for their Proposal's DBE Evaluation Criteria.

The Proposer shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed on Attachment C – DBE Commitment to Subcontractors form unless the contractor obtains the DEPARTMENT's written consent as provided in 49 CFR Part 26.53 (3)(f), (4) & (5); and unless such consent is provided, the SERVICE PROVIDER shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Proposer shall not terminate a DBE or subcontractor listed in Attachment C – DBE Commitment to Subcontractors form (or an approved substitute DBE firm) without the prior written consent of the DEPARTMENT. This includes, but is not limited to, instances in which a Proposer seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

When a DBE participates in a Service Agreement, expenditures toward DBE goals will only count if the DBE is performing a commercially useful function on the Service Agreement. A DBE performs a commercially useful function when it is responsible for execution of the work of the Service Agreement

and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible, with respect to materials and supplies used on the Service Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you shall evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Service Agreement is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

All DBE requirements and good faith efforts and Commercially Useful Function evaluations shall be in accordance with 49 CFR Part 26.

SECTION VIII - NEVADA BUSINESS LICENSE REQUIREMENT

The selected firm, prior to doing business in the State of Nevada, must be appropriately licensed by the Office of the Secretary of State pursuant to NRS 76.100. Information regarding the Nevada State Business License can be located at www.nvsos.gov.

Before the Agreement(s) resulting from this RFP can be executed, the successful Proposer(s) must provide the following:

- A. Nevada State Business License Number; and
- B. Business Entity's Legal Name (affirm that it is the same name under which the Proposer is doing business).

Additionally, if the Proposer is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, it must be registered as a foreign business entity equivalent in Nevada, in active status, and in good standing with the Nevada Secretary of State.

Each Proposer shall clearly state, at the time of Proposal submission, its willingness to adhere to this requirement by providing a statement of adherence within the proposal cover letter, a copy of its Nevada State Business License, a copy of its application from the Secretary of State Office, or a print out of the entity status, which can be obtained from the Nevada Business Search found on the homepage of the Nevada Secretary of State's website at www.nvsos.gov.

Award of any Agreement is contingent on a Proposer having and holding an active and valid Nevada State Business License. The successful Proposer must satisfy this requirement within five (5) business days of issuance of the Notice of Intent. If a Proposer is unable or unwilling to adhere to this requirement, the DEPARTMENT will deem the Proposer to be non-responsive, and the DEPARTMENT will proceed to negotiate with the next most qualified firm, and so on, until an Agreement, that is acceptable to the DEPARTMENT, is negotiated.

To apply for a Nevada State Business License or to file appropriate formation documents with the Nevada Secretary of State's office, please visit www.nvsos.gov. Business licenses can be obtained immediately by applying on-line; however, paper applications may take several weeks to process.

SECTION IX - SELECTION PROCESS

Selection will be based on the Evaluation Factors listed in the Evaluation Factors section (Section IV), which will be used by a Review Committee to evaluate the Proposals. The Review Committee will be comprised of DEPARTMENT staff and may include other members representing local entities, who shall remain anonymous to protect the integrity of the procurement process.

Oral interviews will not be conducted unless two (2) or more Proposers receive tying scores.

The committee may use the information submitted in the Proposer's Proposal package, the information referenced in this RFP, and the information presented at the interview, if applicable, to arrive at the final ranking. The Proposals will be ranked, and an Agreement may be negotiated following the selection of a most qualified Proposer. If an acceptable Agreement cannot be reached with the highest ranked firm, the DEPARTMENT may proceed to negotiate with the next highest ranked firm, and so on, until an acceptable Agreement is negotiated, or the DEPARTMENT, in its sole discretion, elects to terminate the solicitation.

It is the DEPARTMENT's policy that any Person under current contract with the DEPARTMENT to prepare procurement documents for the Project will not be allowed to participate in any capacity on a Proposer team.

Conflicts of interest, real or apparent, arise when there is any financial or other personal interest in the Proposer selected for award by a DEPARTMENT employee, officer, or agent; any member of his or her immediate family; or his or her partner. No employee, officer, or agent of the DEPARTMENT shall participate in the selection, or in the award or administration of a contract supported by Federal-aid funds if a conflict of interest, real or apparent, would be involved.

Proposer confirms, by submitting its proposal, that no directors, officers, or employees of the DEPARTMENT, or their agents, have any financial or other interest, directly or indirectly, in the Proposer's organization. Proposer acknowledges that, in the event it was awarded a contract as a result of this procurement, such contract would be declared void if the DEPARTMENT later discovered that any of its directors, officers, or employees, or their agents, had such an interest.

Proposer shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present, or currently planned interest, which may present an organizational conflict of interest. Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the DEPARTMENT, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage with regard to the subject procurement. Proposer shall state how its interests or those of any of its team members, consultants, contractors, or Subcontractors, including the interests of any chief executives, directors, or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

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

By submitting its response to this RFP, each Proposer agrees that, if an organizational conflict of interest is discovered after Proposal submission, the Proposer must make an immediate and full written disclosure to the DEPARTMENT that includes a description of the conflict(s) and the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest about which the Proposer knew, or should have known, but failed to disclose, is determined to exist during the procurement process, the DEPARTMENT may, in its sole discretion, disqualify the Proposer. If an organizational conflict of interest about which the Proposer knew, or should have known, but failed to disclose exists and the Proposer has entered into an agreement, the DEPARTMENT may, at its sole discretion, terminate the agreement for breach and without liability to Proposer. In either case, the DEPARTMENT reserves all rights and remedies.

In responding to this RFP, the Proposer shall be responsible for ensuring their proposal response conforms to the following DEPARTMENT data standards, which shall be enforced in all subsequent contracts.

1. The Proposer agrees to the following definitions:

- a. Structured data refers to information that is organized in a predefined manner, typically in rows and columns, making it easily searchable and analyzable. This type of data is often stored in databases or spreadsheets, where each data point has a specific meaning or value within a fixed schema. Examples of structured data include relational databases, tables in spreadsheets, and data stored in SQL databases.
- b. Unstructured data refers to information that does not have a predefined data model or is not organized in a systematic way. It is typically text-heavy and can include multimedia content, making it more complex to process and analyze. Examples of unstructured data include emails, social media posts, videos, images, and documents in various formats.
- c. NDOT DATA refers to any structured or unstructured data:
 - i. Prepared by the Proposer in the performance of its obligations under this Agreement;
 - ii. Collected, stored, passed through, or reported out of a vendor-supported or third-party cloud-hosted application, system, or service in the performance of this Agreement;
 - iii. Purchased by the DEPARTMENT; and
 - iv. Classified both public and non-public (internal use, sensitive, or restricted).

2. The Proposer accepts the following data terms and conditions with respect to NDOT DATA made available to the Proposer:

- a. NDOT DATA is the exclusive intellectual property of the DEPARTMENT. Sole ownership of NDOT DATA rests with the DEPARTMENT.
- b. The Proposer agrees to collect, store, and retrieve NDOT DATA in accordance with [Transportation Policy 3-11 Data Governance Policy](#), [NDOT IT Standards](#), [NDOT Records Retention Schedule](#), [Transportation Policy 1-3-13 Cloud Technology Policy](#), [Transportation Policy 1-3-14 Technology Use Policy](#), and any Data Sharing Agreements ([reference template](#)) between the Provider and the DEPARTMENT.
- c. The Proposer agrees to protect the confidentiality and integrity of NDOT DATA in accordance with the [Nevada Revised Statutes \(NRS\) Chapter 603A-Security and Privacy of Personal Information](#), in compliance with the [Transportation Policy 3-11 Data Governance Policy](#), [Transportation Policy 1-3-14 Technology Use Policy](#), and [Center for Internet Security \(CIS\) v8](#).
- d. The Proposer agrees to authenticate and control access to NDOT DATA in accordance with [NDOT IT Standards](#), [Transportation Policy 1-3-15 Mobile Device Policy](#), [Transportation Policy 1-3-13 Cloud Technology Policy](#), and any Data Sharing Agreements ([reference template](#)) between the Provider and the DEPARTMENT.
- e. The Proposer agrees to make NDOT DATA available (system's uptime and accessibility) to the DEPARTMENT in accordance with [Transportation Policy 3-11 Data Governance](#)

[Policy](#), [NDOT IT Standards](#), [NDOT Records Retention Schedule](#), and [Transportation Policy 1-3-13 Cloud Technology Policy](#).

- f. The Proposer agrees to only share NDOT DATA in accordance with [Transportation Policy 3-11 Data Governance Policy](#), [NDOT IT Standards](#), [NDOT Records Retention Schedule](#), [Transportation Policy 1-3-13 Cloud Technology Policy](#), [Transportation Policy 1-3-14 Technology Use Policy](#), and any Data Sharing Agreements ([reference template](#)) between the Provider and the DEPARTMENT.
- g. The Proposer agrees to comply with DEPARTMENT audits of NDOT DATA in accordance with [Transportation Policy 3-11 Data Governance Policy](#), [NDOT IT Standards](#), and [Transportation Policy 1-3-13 Cloud Technology Policy](#).

SECTION X - DISCLOSURE OF CURRENT AND FORMER STATE EMPLOYEES

Proposals from firms employing current or former employees of the State of Nevada will be considered pursuant to the requirements and limitations set forth in the NRS 333.705, and the State Administrative Manual, Section 323.

- Current employee is a person who is an employee of an agency of the State;
- Former employee is a person who was an employee of any agency of the State at any time in the two (2) years preceding the commencement date of the proposed [agreement], and who will be receiving retirement benefits under the Public Employee' Retirement System at any time during the period of the [agreement].

Prior to entering into an agreement with a firm, the DEPARTMENT must request approval from the State Board of Examiners (BOE). That individual will not be permitted to work on the project until the BOE provides approval. Each Proposer shall submit, as part of their Proposal, the "Authorization to Contract with a Current Employee" and/or "Authorization to Contract with a Former Employee" form(s) to assist the DEPARTMENT in requesting such approval from the BOE. The forms are located at <http://purchasing.nv.gov/contracts/empcontracting>.

In the event of a denial by the BOE, the Proposer will be allowed one (1) opportunity to replace the disapproved employee with another employee who possesses substantially equivalent capabilities. The DEPARTMENT has the authority to approve or deny the equivalent employee.

In addition, all former state employees are advised to contact the Nevada Commission on Ethics regarding a separate twelve (12) month cooling off period, per NRS 281A.550. This statute pertains to a public officer/employee soliciting or accepting employment from certain vendors if the vendor was awarded a contract exceeding Twenty-Five Thousand and No/100 Dollars (\$25,000.00) during the past twelve (12) months.

SECTION XI - AWARD PROCESS

The DEPARTMENT shall issue its Notice of Intent in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Transportation Board, when required. Negotiations shall be confidential and not subject to disclosure to competing firms. The terms agreed to by the parties shall be confidential until an Agreement is executed. If contract negotiations cannot be concluded successfully, the DEPARTMENT, at its sole discretion and upon written notice to all firms, may negotiate a contract with the next highest-ranking firm or withdraw the RFP and cancel this procurement.

Upon the successful negotiation and execution of an Agreement, the DEPARTMENT shall issue a Notice of Award in accordance with NAC 333.170, at which time Proposals are no longer confidential and can

be requested from the DEPARTMENT via a Public Records Request, available at: www.dot.nv.gov/doing-business/contact-us/public-records-request.

Pursuant to NRS 333.370, the period in which a person who made an unsuccessful Proposal may file a notice of appeal commences. Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.

SECTION XII - TERMS, CONDITIONS AND EXCEPTIONS

This procurement is being conducted in accordance with NRS Chapters 333 and 408, NAC Chapter 333, and SAM Section 300.

The DEPARTMENT reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if, in the sole discretion of the DEPARTMENT, it is in the best interest of the state to do so.

The DEPARTMENT reserves the right to waive informalities and minor irregularities in Proposals received.

The DEPARTMENT reserves the right to reject any or all Proposals received prior to contract award (NRS 333.350).

Alterations, modifications or variations to a Proposal may not be considered unless authorized by the RFP, or by an addendum or an amendment to the RFP.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the requirements of this RFP, may be rejected.

All materials submitted in accordance with the prescribed deadline become the property of the DEPARTMENT and will not be returned. The DEPARTMENT's selection or rejection of a Proposal does not affect this right. The master copy of each Proposal shall be retained for official files and will become public record after execution of an Agreement. Only specific parts of the Proposal may be labeled a "trade secret," provided that the Proposer agrees to defend and indemnify the DEPARTMENT for honoring such a designation (NRS 333.333); unsuccessful Proposals containing "trade secrets" will be returned pursuant to NRS 239.010. The failure to so label any information shall constitute a complete waiver of any and all claims for damages caused by any release of such information by the DEPARTMENT. The DEPARTMENT shall not be liable for disclosure or release of information when authorized or required by law to do so pursuant to NRS 239.012.

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

The SERVICE PROVIDER shall procure and maintain for the duration of this Agreement any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by the SERVICE PROVIDER to provide the goods or services required by this Agreement. The SERVICE PROVIDER shall provide proof of its compliance upon request of the DEPARTMENT. The SERVICE PROVIDER will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of the SERVICE PROVIDER in accordance with NRS 361.157 and NRS 361.159. The SERVICE PROVIDER agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Agreement. This Agreement may

be terminated without notice if any of the above licenses or requirements are for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed.

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

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed. By submitting a Proposal in response to this RFP, each Proposer affirms that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Proposer's Proposal. An award will not be made where a conflict of interest exists.

The DEPARTMENT, in its sole discretion, will determine whether a conflict of interest exists and whether it may reflect negatively on the DEPARTMENT's selection of a Proposer. The DEPARTMENT reserves the right in its sole discretion to impose additional requirements upon the Proposer to mitigate such conflict of interest or to disqualify any Proposer on the grounds of an actual or an apparent conflict of interest.

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

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

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

No announcement concerning the award of an Agreement as a result of this RFP can be made without the prior written approval of the DEPARTMENT.

The Nevada Attorney General will not render any type of legal opinion regarding this transaction.

ATTACHMENTS

Attachment A – Phase 1 Concept Plan
Attachment B – Phase 2 Concept Plan (For Reference)
Attachment C – DBE Commitment to Subcontractors
Attachment D - Statement of Qualifications
Attachment E – Service Provider List Requirements
Attachment F - Proposal Preparation Instructions
Attachment G - Title VI Compliance Questionnaire

ATTACHMENT A - PHASE 1 CONCEPT PLAN



ATTACHMENT B - PHASE 2 CONCEPT PLAN
(For Reference)



Attachment C
DBE Commitment to Subcontractors

RFP Number: _____

DBE Participation Goal: _____%

This form, a commitment letter on the DBE's letterhead, and the DBE's certification must be submitted for each firm listed with each Proposal.

Name of Certified DBE Firm(s)	Scope of Work Detailed Description	% of Total Agreement

Total DBE Commitment % _____

I certify that these identified services and percentages were quoted by the DBE firm(s). If awarded this Agreement, our firm _____ Phone No. _____ intends to enter into subcontract Agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation could result in appropriate sanctions under applicable Local, State or Federal laws.

Signature of Authorized Representative

Print/Type Name of Authorized Representative

Date

-----**DEPARTMENT USE ONLY**-----

DEPARTMENT DETERMINATION:

☐ **APPROVED** ☐ **DENIED**

If denied, please explain in the space provided.

Comments: _____

Signature: _____

Name: _____

Date: _____

Attachment D
Statement of Qualifications

RFP-specific fillable PDF form is available on the NDOT Portal's "Documents" tab.

The Statement of Qualification form must be completed in full, as-is, and submitted as part of the Proposal package per Request for Proposal instructions.

Request for Proposal number: 329-25-015

Date prepared: _____

Firm's name: _____

Minimum Qualification Requirements:

1. Identify the name of the proposed Project Manager and their Nevada Professional Civil Engineer license number. Note: since the DEPARTMENT will be managing this Project in-house, the proposed Project Manager will not be considered Key Personnel, and the position may be filled by another qualified Key Team Member. (Describe experience including specific project titles, timeframes (month/year – month/year) and a brief description of each project):

2. Please describe how your firm meets the following requirement: The proposed Traffic Analysis / Interchange Access Justification (IAJ) (CCAR) Lead must be a Licensed Professional Civil Engineer in the State of Nevada with a minimum of ten (10) years of progressively responsible experience in traffic analysis, microsimulation modeling, and reporting results. (Provide license number, specific project titles, timeframes (month/year – month/year) and a brief description of each project):

3. Identify the name of the proposed Public Outreach Lead and their bachelor's degree in Public Relations, Communications, Civil Engineering, Urban Planning, or a closely related field information. Describe their minimum of twelve (12) years of progressively responsible experience in public involvement for transportation or infrastructure projects with a minimum of three (3) years as the Lead for public meetings on large-scale infrastructure projects. Note: verification of this Key Team Member's bachelor's degree in one of the fields identified above may qualify as four (4) of the twelve (12) years of required experience. (Provide specific project titles, timeframes (month/year – month/year) and a brief description of each project):

4. Identify the name and Nevada Professional Civil Engineer license number of the proposed Structures Lead and describe their minimum of ten (10) years of progressively responsible experience in transportation-related structure design (bridges, signs, retaining walls). (Provide specific project titles, timeframes (month/year – month/year) and a brief description of each project):

5. Identify the name and Nevada Professional Civil Engineer license number of the proposed Geotech Lead and their minimum of ten (10) years of progressively responsible experience in transportation-related structure design (bridges, signs, retaining walls). (Provide specific project titles, timeframes (month/year – month/year) and a brief description of each project):

6. Identify the name and Nevada Professional Land Surveyor license number of the proposed Survey Lead and describe their minimum of ten (10) years of progressively responsible experience in complex transportation As-Built Mapping, Control, and Right-of-Way (ROW). (Provide specific project titles, timeframes (month/year – month/year) and a brief description of each project):

7. Identify the name and Nevada Professional Civil Engineer license number of the proposed Signs and Traffic Control (TC) Lead and describe their minimum of ten (10) years of progressively responsible experience in civil engineering or closely related field, with a minimum of five (5) of these years in Signs, Striping, and Traffic Control. (Provide specific project titles, timeframes (month/year – month/year) and a brief description of each project):

8. Identify the name and Nevada Professional Civil Engineer license number of the proposed Signals Lighting and ITS (SLI) Lead and describe their minimum of ten (10) years of progressively responsible experience in civil engineering or closely related field, with a minimum of five (5) of these years in Signals, Lighting and ITS. Note: these last two Key Personnel roles may be combined to be filled by one (1) Traffic Design Lead as long as the minimum qualification requirements are met. (Provide specific project titles, timeframes (month/year – month/year) and a brief description of each project):

9. Identify the name and Nevada Landscape Architect license number of the proposed Landscape and Aesthetics Lead and describe their minimum of ten (10) years of progressively responsible experience in transportation-related L&A design. (Provide specific project titles, timeframes (month/year – month/year) and a brief description of each project):



Service Provider List Requirements

In accordance with US DOT Final Rule, 49 CFR Part 26. Please fill out form and submit with Proposal. Attachment E

Prime Service Provider: _____ Agreement Number: _____ DBE or non-DBE: _____

Address: _____ City/State: _____ Zip: _____

Race of Majority Owner: _____ Gender of Majority Owner: _____ Age of Firm: _____ Gross Receipt Bracket: _____

NAICS (applicable to each scope of work): _____

Subcontractor Name	Full Address	DBE or non-DBE	Race of Majority Owner	Gender of Majority Owner	Age of Firm	Gross Receipt Bracket	NAICS (Applicable to each scope of work the subcontractor sought to perform in its bid)

Attachment F Proposal Preparation Instructions

Proposal Submission

- ☐ Proposal submitted no later than 11:00 A.M. PT on **October 15, 2025**
- ☐ Submitted via NDOT Vendor Portal (prior registration required)
www.dot.nv.gov/doing-business/vendor-opportunities/vendor-portal-login
- ☐ Clarifying questions submitted via the Open Procurements page no later than 11:00 A.M. PT on **September 24, 2025**

Proposal Format

- ☐ Font size, including tables, figures, charts and graphics, recommended 11-point Arial font
- ☐ Line spacing including tables, figures, charts and graphics, recommended 1.5-spacing
- ☐ Ordered according to Evaluation Criteria

Proposal Content

- ☐ Cover Letter not exceeding one (1) 8½" x 11" page, containing Proposer's name, mailing address, telephone number, email address and acknowledgement of Nevada Business License requirement, if a license is not included (not included in page count)
- ☐ Content (exclusive of Appendices) **not exceeding twelve (12) 8½" x 11" pages**

The following applies to the page count:

- 11" x 17" pages will be counted as two (2) pages
- Pictures, graphics, figures and tables are included in the page count
- Cover Page with identifying information is not included in the page count
- The Cover Letter is not included in the page count
- Plain section dividers identifying the Evaluation Criteria headings are not included in the page count
- Section dividers containing additional text or graphics **are** included in the page count
- Information submitted within the Appendices listed below are not included in the page count. All other information pertaining to the Evaluation Criteria will be included in the page count.

- ☐ Sections addressing each of the Evaluation Criteria in the following order:
 - Project Approach
 - Project Team
 - Past Performance
 - Quality Control and Assurance
 - Appendices (not included in page count) containing:
 - Resumes
 - Nevada State Business License
 - Statement of Qualifications (SOQ) (Attachment D)
 - Service Provider List Requirements (Attachment E)
 - Professional Engineer's Licenses
 - DBE Commitment to Subcontractors (Attachment C)
 - DBE Confirmation letters

Confidential Information, Trade Secrets, and/or Proprietary Information clearly marked "Confidential."

Attachment G
Title VI Compliance Questionnaire

Title VI is a statute provision of the Civil Rights Act of 1964:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (42 USC Sec 2000d)

The following information will be used by the Nevada DEPARTMENT of Transportation (DEPARTMENT) and the Federal Highway Administration (FHWA) for statistical purposes only. This information will be stored confidentially and will not affect any decisions made by the DEPARTMENT.

Your participation is voluntary but would be greatly appreciated. If you choose to participate, please do not include this form with your technical Proposal. Please upload this questionnaire to the Confidential folder provided in EPATS.

Choose one ethnic group with which the principal owner(s) most identify:

- ☐ **Black** (Not of Hispanic origin: All persons having origins in any of the Black racial groups.)
- ☐ **Asian/Pacific Islander** (All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.)
- ☐ **Hispanic** (All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.)
- ☐ **Native American** (All persons having origins in any of the original peoples of North America and who maintain cultural identification through a tribal affiliation or community recognition.)
- ☐ **White** (Not of Hispanic origin: All persons having origins in any of the original peoples of Europe, North Africa, or Middle East.)
- ☐ **Other** (All persons not matching one of the other choices.)

Sex: ☐ Male ☐ Female

☐ I understand my participation is voluntary and decline to provide the requested information

Firm Name: _____

Owner Name (Print): _____

Owner Name (Sign): _____

Date: _____