



NEBRASKA DEPARTMENT OF TRANSPORTATION

DESIGN-BUILD CONTRACT

REQUEST FOR QUALIFICATIONS

For

**Scribner – West Point
275-6(1050)
CN 32302**

**RFQ Issuance Date: September 6, 2017
SOQ Submittal Deadline: November 14, 2017
RFQ Procurement Contract: RFQ-1710**

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APPENDIX A: PROJECT DESCRIPTION AND PROJECT STATUS

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1 BACKGROUND

1.1 Introduction

The Nebraska Department of Transportation (“NDOT”) is pleased to present this Request for Qualifications (“RFQ”) to prospective entities or groups of entities (“Proposers”) interested in submitting Statements of Qualifications (“SOQs”) for design and construct improvements along approximately 18.5 miles of Highway US-275 from a two-lane highway to a four-lane divided expressway in Cuming and Dodge Counties of Nebraska (the “Project”), through a design-build contract (“Contract”).

The purpose of the RFQ is to solicit information, in the form of SOQs, which NDOT will evaluate in order to select a shortlist of Proposers eligible to participate in the next step of the procurement process. ONLY THE SHORTLISTED PROPOSERS WILL BE ELIGIBLE TO SUBMIT PROPOSALS FOR THE PROJECT.

1.2 Abbreviations and Definitions

The following abbreviations are used in this document and are defined as shown below:

DB	Design-Build
H&H	Hydraulic and Hydrology
MOU	Memorandum of Understanding
NDOT	Nebraska Department of Transportation
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposals
RFQ	Request for Qualifications
ROW	Right-of-Way
RP	Reference Post
SOQ	Statement of Qualifications

Use of the term “include”, “includes” or “including” should be read as if followed by the words “without limitation” or “but not limited to”, as the case may be. Capitalized terms not otherwise defined in this RFQ are defined as shown in Exhibit A-1.2.

EXHIBIT A-1.2

Term	Definition
Addenda/Addendum	Supplemental additions, deletions, and modifications to the provisions of the RFQ issued after the advertisement date of the RFQ.
Affiliate	With respect to any member of the Proposer team, as applicable: <ul style="list-style-type: none"> (a) any member, partner, or joint venture of such firm; (b) any individual or entity that directly or indirectly controls, or is controlled by, or is under common control with, such firm or any of its members, partners or joint venturers; and (c) any other entity for which 20% or more of the equity interest in such other entity is held directly or indirectly, beneficially or of record by (i) such firm, (ii) any of such firm's members, partners or joint venturers or (iii) any Affiliate of such firm under clause (b) of this definition.
Best Value	Evaluation and selection of Proposals based on consideration of price and other key factors.
Contract	The written agreement between NDOT and the Design-Builder setting forth the obligations of the parties with respect to the Project, including, but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.
Design-Builder	The entity that is formed by the Proposer selected pursuant to the RFP to enter into the Contract with NDOT to design and construct the Project.
Equity Member	A member of the Proposer team that is: <ul style="list-style-type: none"> (a) a member of the joint venture, if the Proposer is a joint venture; (b) an equity owner of the Proposer, if the Proposer is or will be a newly formed limited liability entity; or (c) if the Proposer is a corporation or other entity that is not newly formed, the Proposer.
Final Acceptance	Written confirmation by NDOT that the Project design and construction work has been completed in accordance with the Contract, with the exception of latent defects and warranty obligations, and has been accepted.
Guarantor	The parent company or other Affiliate of an Equity Member, or other entity (if any), that the Proposer may identify as an intended guarantor of Contract obligations and liabilities.
Key Personnel	Individuals from the Proposer's organization, as identified in the Proposer's SOQ, to fill the positions specified in <u>Section 5.3.3</u> of the RFQ. Additional key personnel positions for the Project may be identified in the RFP.
Lead Contractor	The member of the Proposer team, whether a single entity or joint venture, primarily responsible for the construction of the Project.

Term	Definition
Lead Engineering Firm	The member of the Proposer team, whether a single entity or joint venture, primarily responsible for the design and engineering of the Project. The Lead Engineering Firm will be the Design-Builder's engineering firm of record with primary responsibility for design work under the Contract. The Lead Engineering Firm is the firm that employs the Design Manager.
Major Non-Equity Member	The following members of the Proposer team, if such team members are not Equity Members: (a) the Lead Engineering Firm (if a consortium, partnership or any other form of a joint venture, all such members); (b) the Lead Contractor (if a consortium, partnership or any other form of a joint venture, all such members); and (c) any firm, other than the Lead Contractor, that will be responsible for 20% or more of the construction work on the Project.
Official Representative	The duly authorized official of the Equity Member or Major Non-Equity Member.
Onsite	At the Project work site during either the design and/or construction work activities.
Owner Verification Inspection	Independent Quality Assurance inspection and oversight activities in support of the Design-Builder's quality management program.
Owner Verification Testing	Independent Quality Assurance testing activities in support of the Design-Builder's quality management program.
Project	The proposed US-275 expressway.
Proposal	The proposal submitted by the Proposer in response to the RFP, including any revisions thereto.
Proposer	The entity submitting a Proposal for the Project in response to this RFQ.
Public Records Act	Nebraska Public Records Law; Section 84-712.
Quality Assurance (QA)	All systematic monitoring and evaluation of various aspects of the Project, including design and construction, to ensure that standards of quality are being met, thereby providing confidence that all Work complies with the Contract and that all materials incorporated in the Work, all equipment, and all elements of the Work will perform satisfactorily for the purpose intended. The QA for the Project will be performed by the Design-Builder.
Quality Control (QC)	The total of all activities that are performed by the Design-Builder, designer, subcontractor, producer, or manufacturer to ensure that a product meets Contract requirements.
Quality Program	The overall QC, QA, and associated activities performed by the Design-Builder and NDOT and their interrelationships to ensure that all Work complies with the Contract.
Request for Proposals (RFP)	A written solicitation issued by NDOT seeking Proposals to undertake the Project to be used to identify the Proposer offering the best value to NDOT. The RFP will be issued only to shortlisted Proposers.

Term	Definition
Request for Qualifications (RFQ)	The written solicitation issued by NDOT to identify shortlisted Proposers eligible to receive the RFP for the Project.
SOQ Due Date	The deadline to submit the SOQs set forth in <u>Section 3.3</u> ; as such date may be revised by Addenda.
Statement of Qualifications (SOQ)	The information prepared and submitted by a Proposer in response to this RFQ.
Website	The website for the Project procurement, at http://dot.nebraska.gov
Work	The furnishing of labor, materials, equipment, services and other incidentals necessary to, or convenient for, the successful completion of the design-build services for the Project and the carrying out of the duties and obligations imposed by the Contract.

1.3 Project Description

The Project limits are from a point approximately 3 miles southeast of the southeast corporate limits of Scribner, at the point where the existing four lane expressway ends, extending north to approximately 2 miles north of the junction of US-275 and N-9. The concrete pavement segment through West Point is excluded and will not be part of the Project. NDOT anticipates construction of a new bypass around Scribner as a part of the Project. NDOT plans to construct the majority of this Project using a 2+2 approach which involves keeping the existing two lanes of highway on alignment and adding two new lanes adjacent to the existing lanes, resulting in a four-lane divided highway.

The project will be constructed under traffic with lane closures controlled by appropriate traffic control devices and practices. Temporary surfacing may be required at bridge locations to accommodate phased construction. No detours are anticipated for US-275.

In addition to the highway improvements, levee coordination and design is needed adjacent to Scribner and will be part of the Project.

For a more detailed description of the Project, please see [Appendix A](#).

1.4 Project Status

For a detailed description of the Project's status, please see [Appendix A](#). Note that the information in [Appendix A](#) is currently under further development by NDOT and may be modified, reduced, or expanded with the release of the final RFP.

1.5 Plan of Finance

The Project is programmed in the NDOT Transportation Construction Program. Funding for the Project has been built into NDOT's financial plan.

The overall Department Budget for the Scribner – West Point Project is \$109,000,000, which includes preliminary engineering, utilities, ROW, construction, and construction engineering.

1.6 Project Goals

NDOT's vision is to complete the Expressway System, increase capacity, make operational improvements, and modernize the roadway for travelers. Consistent with NDOT's vision, NDOT has established a set of goals for the Project. These goals are considered to be equal in value and importance to the Project, reflecting NDOT's view of a successful Project.

- a) Improve safety of the transportation system and implement an effective project safety program throughout the duration of the Project;
- b) Securing quality design and construction to optimize the operational life-cycle performance of the Project;
- c) Challenge and motivate Proposers to identify cost savings through efficiency and innovation and deliver the Project under budget;
- d) Successfully accelerate delivery of the Project through the use of the alternative delivery Design-Build process;

- e) Maximize value of NDOT's financial resources;
- f) Maintain the integrity and stability of the levee surrounding Scribner;
- g) Maintain excellent public and stakeholder relations through an effective outreach program and efficient maintenance of traffic;
- h) Completion of the Project and opening to traffic by spring of 2021 and
- i) Minimize environmental impacts and ROW acquisition acres.

1.7 Role of NDOT

In the context of the Project, NDOT, as the Project sponsor and lead agency in charge of overall program administration, is generally responsible for the following activities:

- a) Preparation of the RFQ and the RFP, evaluation of SOQs and Proposals, determination of shortlisted Proposers, and selection of the Design-Builder;
- b) Contract procurement;
- c) Performance of preliminary surveying work;
- d) Provision of available due diligence information and data, including a preliminary design;
- e) Acquisition of ROW parcels and permanent easements to be identified in the RFP;
- f) Obtaining certain environmental permits and approvals for the Project;
- g) Establish necessary agreements and memoranda of understanding with certain utilities in connection with the Project;
- h) Contract administration, including Design Oversight, Construction Oversight and Owner Verification Testing and Inspection;
- i) Approval of the Design-Builder's QA/QC Plan;
- j) Final acceptance of the Project facility and payment for work performed;
- k) Relations with media, the public and public officials;
- l) Approval of Control of Access locations; and
- m) Maintenance and Operation of completed project after Final Acceptance.

At NDOT's sole discretion, NDOT may use consultants in fulfilling the responsibilities noted in this Section 1.7.

1.8 Design-Builder Responsibilities

As part of the Work, the Design-Builder will be responsible for furnishing all labor, material, equipment, services, and support facilities for, among other functions, the following:

- (a) Design and construction of required Project components;
- (b) Management of the Project, including but not limited to design and construction, as well as work zone traffic control;
- (c) Project-related public involvement activities;

- (d) Coordination with Project stakeholders, other contractors, and utility owners;
- (e) Design quality;
- (f) Construction quality;
- (g) Environmental mitigation as outlined in the approved project scope;
- (h) Environmental permitting, and other necessary governmental approvals;
- (i) Additional environmental investigations, monitoring, and investigation associated with or resulting from the Design-Builder's activities;
- (j) Preparation and implementation of the Maintenance of Traffic plans, maintenance and protection of traffic, including providing both temporary and permanent access to properties;
- (k) Project safety and security;
- (l) Final engineering, including surveys and geotechnical investigations;
- (m) Management and remediation of harmful and hazardous materials;
- (n) Drainage management, erosion and sediment control;
- (o) Construction waste or debris disposal and handling;
- (p) Ancillary works, such as temporary fencing, relocation of drainage, and temporary works such as stockpile areas and laydown yards;
- (q) Obtaining any and all required clearances, licenses, construction easements, and permits for Work, ancillary works, temporary works, etc., both onsite and offsite;
- (r) Location, acquisition, permitting and transportation of project materials;
- (s) Providing professional ROW acquisition and relocation services, including recommendations for access control;
- (t) Utility coordination and (as required) relocation, and protection of existing utilities;
- (u) Site clearance;
- (v) Development of a QA/QC Program;
- (w) Development of all required plans, including a project management plan, a communication plan, a quality plan;
- (x) Document control and schedules;
- (y) Compliance with all applicable local, state and federal codes, regulations and laws; and
- (z) Meet project deadlines and schedule.

After final acceptance of the Project, the Design-Builder will not be responsible for maintaining the Project.

2 CONTRACTUAL RELATIONSHIP

2.1 Overview of the Contracting Opportunity

NDOT will be seeking proposals from shortlisted Proposers, through this procurement, one of whom will be selected to enter into a Design-Build Agreement that will meet and successfully deliver the Project goals, as described in Section 1.6 above.

NDOT's objective is to execute a Contract with the Design-Builder and obligate the Design-Builder to design and construct the Project.

NDOT reserves the right in its sole discretion, to terminate this procurement prior to issuance of the RFP.

2.2 State and Federal Requirements

Proposers are advised that federal funds will not be used to fund any portion of the Project costs. However, the procurement documents and any agreements thereunder will conform to requirements of applicable State and Federal law, regulations, and policies.

2.3 Labor Policies

2.3.1 Prevailing Wages

Because the Contract will be a State-funded project, Nebraska State prevailing wages will apply. The applicable prevailing wages will be specified in the RFP.

2.4 Bonds and Indemnity

The selected Design-Builder will be required to indemnify NDOT and others with respect to certain third party claims arising out of the Contract or Work. The indemnity provisions will be set forth in the RFP.

NDOT anticipates the Design-Builder will be required to furnish separate payment and performance bonds upon execution of the Contract, each in the amount of the final contract price.

As part of NDOT's evaluation of Design-Builder qualifications, and in accordance with Section 5.2.1, Proposers will be required to demonstrate in their SOQs, capacity to obtain these separate payment and performance bonds, and that a Proposer's eligible surety or sureties committing to issue the bonds evaluate a Proposer's financial capacity as sufficient to issue the bonds each with a penal sum at or in excess of \$100 million.

2.5 Required Licenses

Each Equity Member and Major Non-Equity Member will be required to provide evidence at the time of Contract award that it and its Key Personnel have all licenses, registration, and credentials required by the laws of the State of Nebraska to design and construct the Project. Such information shall include any information on the revocation or suspension of any license, credential, or registration. Any personnel not so licensed, shall be subject to all legal penalties imposed by law, including but not limited to any disciplinary action by the State of Nebraska Board

of Engineers and Architects. Failure to obtain proper and adequate licensing for award of the Contract may, in NDOT's sole discretion, constitute a failure to execute the Contract and result in the forfeiture of the security of the Proposer.

3 PROCUREMENT PROCESS

3.1 Statutory Authority

NDOT is issuing the RFQ in accordance with the provisions of Nebraska Revised Statutes Section 39-2813 and other applicable provisions of law.

3.2 Overview

NDOT will use a two-step process to select the Design-Builder. This RFQ represents the first step in the process to solicit from the Proposers information, in the form of SOQs. In accordance with Section 6, NDOT will evaluate the SOQs received in response to this RFQ and, on the basis of these evaluations, intends, but is not bound, to shortlist up to three Proposers in accordance with the procedures and evaluation criteria described in this RFQ.

In the second step, NDOT intends to invite shortlisted Proposers to participate in the industry review process and submit proposals in response to the RFP (“Proposals”). NDOT will evaluate and score all proposals and select one of the shortlisted Proposers in accordance with the criteria and procedures to be set forth in the RFP.

NDOT anticipates that the apparent successful Proposer will enter into, or will form a single purpose entity to enter into, the Contract with NDOT to design and construct the Project. The Contract will set forth the terms of the Design-Builder’s compensation, which are currently anticipated to be based on milestone payments with a maximum availability payment for the design-build work.

3.3 Procurement Schedule

NDOT anticipates the following dates as Project milestones leading to Contract award. This schedule is subject to revision by Addenda and the RFP.

Task	Date
Final date for receipt of Proposers’ RFQ questions	26 September 2017
SOQ Due Date	14 November 2017
Anticipated Shortlisting Notification	12 January 2018
Anticipated issuance of Draft RFP	15 January 2018
Anticipated issuance of Final RFP	18 May 2018
Anticipated issuance of Final RFP Addendum	12 October 2018
Anticipated Proposal Due Date	21 November 2018
Anticipated Announcement of Apparent Best Value Proposer	4 January 2019
Anticipated Notice to Proceed 1	15 February 2019
Anticipated Notice to Proceed 2	14 June 2019

3.4 Questions and Requests for Clarifications

In order to facilitate receipt, processing, and response, Proposers may submit comments, questions, and requests for clarification. All comments, questions, and requests for clarification must be submitted to the individual below (the “NDOT Design-Build Engineer”) and must be

received by the deadline listed in Section 3.3 for receipt of Proposers' questions, at the following address:

**Nebraska Department of Transportation
Roadway Design Division
1500 HWY 2
Lincoln, Nebraska 68509
Attention: Kyle Keller, Design-Build Engineer**

e-mail: kyle.keller@nebrasksa.gov

Comments, questions, and requests for clarification shall be submitted using Form RFQ-C. Questions and comments, including requests for clarification or interpretation, shall (i) be sequentially numbered; (ii) specifically reference the relevant RFQ section and page number, unless such request is of general application (in which case the request for clarification shall so note); (iii) not identify the Proposer's identity in the body of the question; (iv) conspicuously identify whether Proposer views its question or comment as confidential or proprietary in nature; and (v) be in a format compatible and readable by Microsoft Word. Only written comments, questions, and requests for clarification on Form RFQ-C and delivered by email or letter will be considered. No verbal comments, questions, or requests for clarification, including those communicated by phone, will be accepted or considered. No comments, questions, or requests for clarification to any other NDOT office, consultant, or employee, or to other agency, will be considered (see Section 7).

The NDOT Design-Build Engineer is the only individual allowed to discuss this procurement with any interested parties, including Proposers. This restriction is in effect until time of contract award. Any information from other sources may not be accurate and should not be relied upon by Proposers.

Include an electronic copy of the questions on Form RFQ-C on compact disc or thumb drive if the written request is sent by letter.

NDOT will respond only to those comments, questions, and requests for clarifications that NDOT deems to be material and that are not adequately addressed in previously provided documents. NDOT will state the comments, questions, and requests for clarification along with its responses. NDOT reserves the right to rephrase and consolidate comments, questions, and requests for clarification concerning the same or similar subject. NDOT will not post or respond to comments, questions and requests for clarification that (1) are claimed to be confidential or to contain confidential information or (2) request confidential responses. NDOT reserves the right to disagree with Proposer's assessment regarding the confidentiality of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, NDOT will inform Proposer and may allow Proposer to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if NDOT determines that it is appropriate to provide a general response, NDOT will modify the question to remove information that NDOT determines is confidential. NDOT may rephrase questions as it deems appropriate and may consolidate similar questions. NDOT may also create and answer questions independent of the Proposers' questions. NDOT will provide responses within a reasonable time following receipt, subject to the dates set forth in Section 3.3. NDOT will post its responses on the Website.

3.5 Addenda

NDOT reserves the right to revise this RFQ by issuing Addenda to this RFQ up to a week prior to the SOQ Due Date specified in Section 3.3. NDOT will post Addenda on the Website.

Proposers shall monitor the Website identified above for information concerning this procurement, as teams responding to this RFQ must acknowledge in the transmittal letter (Form A) that they had access to and reviewed all materials posted on the Website. Courtesy notifications by NDOT of addenda issuance will not be made. Failure by the Proposer to acknowledge, using Form A, that they have reviewed all materials and addenda may, in NDOT's sole discretion, result in the disqualification of the Proposer's SOQ.

Receipt of Addenda issued prior to submission of the Statement of Qualifications shall be acknowledged in the Transmittal Letter (Appendix C, Form A).

3.6 Pre-Contractual Expenses and Stipend

Proposers are solely responsible for all costs and expenses of any nature associated with responding to the RFQ, including attending briefing(s) and providing supplemental information. NDOT will not reimburse such costs in whole or in part in any circumstance.

NDOT will offer each unsuccessful shortlisted Proposer that submits a responsive Proposal to the RFP a stipend in exchange for ownership of the Proposal work product and the ideas contained therein. NDOT is still in the process of determining the stipend amount. Details regarding the stipend amount, payment eligibility requirements and payment terms and conditions will be set forth in the RFP. NDOT intends to require a stipend agreement from those shortlisted Proposers who elect to accept the stipend offer.

4 STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

This Section 4 describes requirements that all Proposers must satisfy in submitting SOQs. NDOT expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow NDOT to evaluate the Proposers based on the criteria in this RFQ. Proposers are advised that inclusion of cost, work hours, and/or plan-sheet estimates in the SOQ is not allowed. Failure of any Proposer to submit its SOQ as required in this RFQ may, in NDOT's sole discretion, result in rejection of its SOQ. All rejected SOQs will be returned to the contact person identified in the SOQ.

4.1 General Requirements

Appendix C contains the required forms for the SOQ. Any material modification to the forms may result in the SOQ being declared non-responsive. If the Proposer submits information in its SOQ that it believes to be protected records under the Nebraska Public Records Act and that it wishes to protect from disclosure, the Proposer shall mark such information as provided in Section 7.2.

4.2 Format Requirements

The Proposer's SOQ shall adhere to the format requirements regarding organization, number of copies, pages and binders, page format, clarity and conciseness, and other general format requirements set forth in Appendix B. SOQs may contain additional information or materials beyond that required in Appendix B, however, NDOT shall have no obligation to review such additional information or materials.

4.3 Packaging Requirements

Proposers shall individually label all packages constituting the SOQ as follows:

**RESPONSE TO THE
REQUEST FOR QUALIFICATIONS
FOR SCRIBNER – WEST POINT PROJECT**

4.4 Due Date, Time, and Location

All SOQs must be received no later than **3:00 pm (Central Standard Time)** on the SOQ Due Date specified in Section 3.3. All SOQs shall be delivered by hand or express mail courier to the following address:

**NEBRASKA DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
1500 HWY 2
LINCOLN, NEBRASKA 68509
ATTENTION: KYLE KELLER, DESIGN-BUILD ENGINEER**

NDOT will acknowledge receipt of each SOQ by issuing a receipt stating the date and time the SOQ is received. Any SOQ submitted after the deadline set forth above will be rejected without opening, consideration, or evaluation and will be returned, unopened, to the sender.

Proposers are solely responsible for assuring that NDOT receives their SOQs by the specified delivery date and time at the address listed above. NDOT shall not be responsible for delays in delivery caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect, or incomplete addressing of deliveries and other occurrences beyond the control of NDOT.

4.5 Quantities

Each Proposer must provide NDOT with **one** original and **ten** identical copies (for a total of 11) of the SOQ, plus **one** identical digital copy in a read-only, searchable format on a CD. The original SOQ and each copy must be identified on its front cover, in the upper right-hand corner, and on the spine as "Original" or "Copy # Of 10 Copies," as applicable.

Each SOQ shall be separated into loose-leaf three-ring binders, with one binder for each of Volumes I, II, and III, as described in Section 5. Additional formatting requirements for the SOQ submittal can be found in Appendix B of this RFQ. All 11 sets of the SOQ must be packed together in one or more sealed package. Copies containing financial information shall be specifically marked "Financial Information". The outside of each sealed package must be clearly identified, labeled, and addressed as follows:

- (a) Return address: Proposer's name, contact person's name, mailing address;
- (b) Date of submittal; and
- (c) Contents labeled as "Scribner – West Point, 275-6(1050), CN 32302" and "Statement of Qualifications."

5 STATEMENT OF QUALIFICATIONS CONTENTS

The contents in each SOQ shall include the items described in this Section 5, organized in accordance with the outline set forth in Appendix B, Table B-1. The Proposer shall provide brief, concise information that addresses the requirements of the Project consistent with the evaluation criteria described in Section 6. Lengthy narratives containing extraneous information are discouraged.

5.1 SOQ Volume I – Legal Information

NDOT’s objective in requesting the information in this Section 5.1 is to identify Proposers whose organizations, legal structures, team members, and histories demonstrate their ability to remain stable and viable for the duration of the Project, and be contractually bound to NDOT.

Volume I of the SOQ shall contain the following:

5.1.1 Form A – Transmittal Letter

The SOQ shall include a transmittal letter (Form A) executed in blue ink by a duly authorized official of the Proposer or the Proposer’s lead firm, if the Proposer entity is not legally formed as of the SOQ Due Date. For Proposers that are joint ventures, partnerships, limited liability companies, or other associations, the transmittal letter shall have appended to it separate letters (in the form of Form A-1) printed on the letterhead stationery of each Equity Member, with each such letter executed by the Official Representative of the corresponding Equity Member stating that representations, statements and commitments made in the SOQ on behalf of the Equity Member’s firm have been authorized by, are correct, and accurately represent the role of the Equity Member’s firm in the Proposer team.

5.1.2 Executive Summary

The SOQ shall contain an executive summary, not exceeding **10 pages**. The executive summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposer’s SOQ and Proposer’s ability to satisfy the legal, financial, and technical requirements of the Project.

5.1.3 Confidential Content Index

The SOQ shall include a page executed by the Proposer that sets forth the specific items, including the section and page numbers within the SOQ at which such items are located, that the Proposer deems confidential, trade secret, or proprietary information protected by the Nebraska Public Records Act. The index shall be consistent with and identify all the Proposer’s designations of “TRADE SECRET” or “CONFIDENTIAL INFORMATION” pursuant to Section 7.2. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for NDOT to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this Section 5.1.3 is intended to provide input to NDOT as to the confidential nature of a Proposer’s SOQ, but in no event shall such list be binding on NDOT, determinative of any issue relating to confidentiality or a request for records under the Nebraska Public Records Act, or override or modify the provisions of the Nebraska Public Records Act or NDOT’s responsibilities

thereunder. If the SOQ contains no items that the Proposer deems confidential, trade secret or proprietary information protected by the Nebraska Public Records Act, the page executed by the Proposer shall so state.

5.1.4 Legal Qualifications

The SOQ shall include the following information regarding legal issues affecting the Proposer and its team members.

a. Legal Issues

Identify and explain any significant anticipated legal issues relating to the Proposer, any Equity Members or any Major Non-Equity Member that must be resolved in order to carry out the Project and perform its obligations under the Contract.

If there are no such legal issues, affirmatively state that there are none.

b. Legal Liabilities

Provide a list and a brief description of all instances during the last five years involving highway projects in which the Proposer (or any other organization that is under common ownership with the Proposer), any Equity Member, or any Major Non-Equity Member:

(i) was determined, pursuant to a final determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for (A) a material breach of contract or (B) damages, liquidated damages, fees, charges, rents, penalties, or other sums (regardless of how defined, labeled or characterized in the contract) for delay, non-compliance, breach, lane closures outside permitted times, or failure to provide Key Personnel, or design or construction defect, where the amount determined was in excess of \$1 million and the contract value was in excess of \$25 million;

(ii) paid, or agreed or consented to pay (including by way of settlement, even if without admission of liability), liquidated damages, fees, charges, rents, penalties or other sums (regardless of how defined, labeled or characterized in the contract) claimed or assessed for delay, non-compliance, breach, lane closures outside permitted times, failure to provide Key Personnel, or design or construction defect, where the cumulative amount paid, or agreed or consented to be paid was in excess of \$1 million and the contract value was in excess of \$25 million; or

(iii) had its contract terminated for cause.

For each instance, describe the nature of the breach or liability, amount involved or assessed, delays, design or construction defect, and the reason for the liability or termination for cause, as applicable, and identify the owner and an owner's representative with a current phone and e-mail address. If there is any court case name and file or any reported case decision, provide the citation to the case name and file or case decision.

If there are no such instances, affirmatively state that there are none.

c. Legal Proceedings

Provide a list and a brief description (including the resolution, if any) of each arbitration, litigation, dispute review board, mediation and other dispute resolution proceeding commenced or in process at any time during the last five years between the public owner and the Proposer (or any other organization that is under common ownership with the Proposer), any Equity Member or any Major Non-Equity Member with respect to a highway project, where the amount in dispute was in excess of \$1 million and the contract value for the transportation project was in excess of \$25 million. Include proceedings that remain pending as well as those that have concluded even if settled without completion of the proceeding. If there is any court case name and file or any reported case decision, provide the citation to the case name and file or case decision. State original amount in dispute and the ultimate resolution and amount received or paid.

Include a similar list of proceedings for all highway projects included in the response to Section 5.3.1, subpart d (Relevant Experience), regardless of whether the dispute occurred during the past five years or involved the same organization that is on the Proposer's team. For each instance, identify the owner and an owner's representative with a current phone and e-mail address.

If there are no such proceedings, affirmatively state that there are none.

d. Disciplinary Actions

Provide a list and brief description of all disciplinary actions taken by any governmental regulatory body or professional standards organization against the Proposer (or any other organization that is under common ownership with the Proposer), any Equity Member, Major Non-Equity Member, or any proposed Key Personnel during the last five years. Include identification of the project or projects related to the disciplinary action and a representative with a current phone and e-mail address for the governmental regulatory body or professional standards organization.

If there are no such disciplinary actions, affirmatively state that there are none.

Note: *With respect to the information requested in this Section 5.1.4, failure to fully disclose this information, conditional or qualified submissions (e.g., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.), incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling NDOT to contact owner representatives may, in the sole discretion of NDOT, lead to a lower evaluation score or a "fail" rating for the team or disqualification from the procurement process.*

5.1.5 Legal Structure

a. The Proposer

Identify the legal name of the Proposer. The Proposer must be a legal entity and may not be a division or business unit of a legal entity (in such case, the legal entity would be the

Proposer). If the name is a “doing business as” (DBA), identify all underlying names. Identify an authorized representative (an individual) and include the following information: name, title, address, telephone and fax numbers, and e-mail address. Identify the legal name and nature of the Proposer and the state of its organization. If the Proposer is a consortium, partnership or any other form of a joint venture, the SOQ shall contain either an executed teaming agreement or, if an executed teaming agreement does not yet exist, a summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties, a stated commitment of the parties to execute the agreement prior to submitting the Proposal, and the anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1. If the Design-Builder is a foreign private entity, at the time of contract award it will be required to provide evidence to NDOT that it is in compliance with the requirements of Nebraska Revised Statutes Section 21-2.203.

b. Equity Members

For each Equity Member of the Proposer, identify the entity’s role, planned equity ownership percentage and the entity’s legal nature and state of its organization. If a Proposer is a single entity, it will be deemed to be the sole “Equity Member” for purposes of this RFQ and the SOQ submittal requirements.

c. Major Non-Equity Members and Other Team Members

Identify all Major Non-Equity Members and any other team members that the Proposer wishes to identify in its SOQ at this time. For each Major Non-Equity Member and other team member of the Proposer, identify the entity’s role and the entity’s legal nature and state of organization.

If the Lead Contractor or Lead Engineering Firm is a consortium, partnership or any other form of joint venture, the SOQ shall contain a corresponding, executed teaming agreement, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated teaming agreement, including percentages of ownership, roles of the various parties, a stated commitment of the parties to execute the agreement prior to submitting the Proposal, and the anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1 of the SOQ. Proposer’s team shall not include more than one Lead Contractor or Lead Engineering Firm; provided, however, that the foregoing shall not preclude the Lead Contractor or Lead Engineering Firm from being a consortium, partnership or any other form of joint venture. If the Lead Contractor or Lead Engineering Firm is structured as a consortium, partnership or other form of joint venture, as applicable, it must be structured on a joint and several basis and any joint venture agreement or other agreement must expressly so state.

5.1.6 Form L-1 – Proposer’s Organization Information

The SOQ shall include an executed original of Form L-1 for the Proposer, each Equity Member, each Major Non-Equity Member and each Guarantor.

5.1.7 Form L-2 – Certification/Questionnaire

The SOQ shall include an executed original of Form L-2 for the Proposer, each Equity

Member, and each Major Non-Equity Member.

5.1.8 Organizational Conflicts of Interest

The SOQ shall include the following:

a. Conflict of Interest Statement

A statement from the Proposer identifying any actual and/or potential conflicts of interests the Proposer may have as identified pursuant to the conflict of interest policy for the Project provided as Attachment 1 to this RFQ (see Section 3.3.1 of Attachment 1). If any actual or potential conflict of interest is identified, the Proposer shall describe how it would be avoided or resolved by the participants through the RFQ and RFP phases of this procurement.

b. Affirmation Statement

A statement affirming that neither the Proposer nor any member of the Proposer team has offered employment to an NDOT procurement officer, procurement employee or other NDOT employee having a significant procurement role with respect to the Project, nor have they had discussions any such NDOT officer or employee concerning any such employment. For more information, see Section 7.3.

c. Disclosure and Certification

A disclosure listing and identifying all former NDOT employees included in the Proposal team that have left NDOT in the 12 months preceding the date of issuance of this RFQ and a certification that no such former employee has made any material decisions about the Project while employed by NDOT. If there are no such individuals, the Proposer shall affirmatively state that there are none.

5.1.9 Powers of Attorney

If the Transmittal Letter (Form A) is executed by a person acting under a power of attorney, the Proposer shall include with the Transmittal Letter a true and complete copy of the executed power of attorney.

5.2 SOQ Volume II – Financial Information

NDOT's objective in requesting the information in this Section 5.2 is to identify Proposers whose team members possess the financial capacity to enter into the Contract with NDOT, and the resources to successfully complete the Project.

Volume II of the SOQ shall contain the following:

5.2.1 Surety Letters

Provide evidence from a surety or an insurance company indicating that the Proposer or Lead Contractor is capable of obtaining a Performance Bond and a Payment Bond each in an amount of at least \$100 million. This evidence shall take the form of a letter from a surety/insurance company indicating that such capacity exists for the Proposer or Lead

Contractor. Letters indicating “unlimited” bonding capability are not acceptable.

The surety/insurance company providing such letter must be rated in one of the two top categories by two nationally recognized rating agencies, or “A minus” or better or “Class VIII” or better by “AM Best Company,” and must indicate the relevant rating in the letter. The letter must specifically state that the surety/insurance company is an admitted surety or insurer (approved by the Nebraska Department of Transportation), and has read this RFQ and evaluated the Proposer’s backlog and work-in-progress in determining its bonding capacity. In instances where the response to Section 5.2 contains descriptions of proposed or anticipated changes in the financial condition of the Proposer, or any other entity for which financial information is submitted as required hereby for the next reporting period, the surety/insurance company must certify that its analysis specifically incorporates a review of the factors surrounding such changes and identifying any special conditions which may be imposed before issuance of surety bonds for the Project.

If the Proposer is a consortium, partnership or any other form of a joint venture, separate letters for one or more of the individual Equity Members of the Proposer or joint venturer, partner or member of the Lead Contractor, as applicable, are acceptable, as is a single letter covering all Equity Members, joint venturers, partners or members.

NDOT has not yet determined the specific amount or form of payment and performance bonds that it will require for the DB Work. Proposers are advised that the RFP may, to the extent commercially available and determined appropriate by NDOT for the DB Work, require payment and performance bond amounts in an amount other than the amounts referenced in this RFQ. NDOT shall delineate such requirements, which will be consistent with applicable law, in the RFP.

5.2.2 Financial Statements

Audited financial statements for the Proposer, the Equity Members and the Major Non-Equity Members, and if applicable, a Guarantor, for the three most recently completed fiscal years must be provided to demonstrate financial capability of the Proposer. If unaudited financial statements are provided, Proposer should state that audited statements are not available. If the entity has been in existence for less than three (3) fiscal years, the Proposer shall expressly state that such entity has been in existence for less than three (3) fiscal years and shall provide financial statements for the number of fiscal years (or portions of fiscal years) it has been in existence.

The financial statements must include:

- Opinion Letter (Auditor’s Report);
- Balance Sheet;
- Income Statement;
- Statement of Changes in Cash Flow; and
- Footnotes.

In addition, financial statements must meet the following requirements:

a. GAAP/IFRS

Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or International Financial Reporting Standards (IFRS). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

b. U.S. Dollars

Financial statements shall be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, the Proposer must include summaries of the income statements, statements of cash flow, and balance sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.

c. Audited

Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive officer, chief financial officer, or treasurer (or by such equivalent position or role) of the entity.

d. English

Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, translations of all financial statement information must be provided with the original financial statement information.

e. Newly Formed Entity

If the Proposer is a newly formed entity and does not have independent financial statements, financial statements for the Equity Members shall be provided (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements).

f. Guarantor

If the financial statements of a Guarantor are provided to demonstrate financial capability of the Proposer, a guaranty will be required from such entity as a condition to execution of the Contract. Guarantors will be required for Proposers that are newly formed or limited liability companies or that do not meet specified net worth requirements. In addition, Proposers shall note that NDOT may, in its discretion based upon the review of the information provided, specify that an acceptable Guarantor is required as a condition of shortlisting.

If Financial Statements of a Guarantor are provided to demonstrate financial capability of Proposer, Equity Members or, if applicable, the Lead Contractor, an appropriate letter from the applicable Guarantor must be provided confirming that it will financially support all the obligations of Proposer, the Equity Member or, if applicable, the Lead Contractor, as

applicable with respect to the DB Work. This letter must be signed by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the Guarantor.

g. SEC Filings

If the Proposer or any other entity for whom financial information is submitted in the SOQ files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10-K. For all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed 10-K.

5.2.3 Credit Ratings

Proposer shall provide: (i) a list identifying each entity for which financial statements are provided; (ii) a statement indicating whether each entity has a credit rating; and (iii) for each entity with a rating, the current rating.

5.2.4 Material Changes in Financial Condition

Provide information regarding any material changes in financial condition for the Proposer, each Equity Member and each Major Non-Equity Member, and, if applicable, each Guarantor for the past three fiscal years and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a joint venture, provide this information for all such members. If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity shall be provided separately for each material change as certified by the chief executive officer, chief financial officer, or treasurer (or equivalent position or role). References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a representative list of events intended to provide examples of what NDOT considers a material change in financial condition. This list is intended to be indicative only.

List of Representative Material Changes:

- a) An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;

- b) A change in tangible net worth of 10% or more of shareholder equity;
- c) A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- d) A downgrade in credit rating for the affected entity or parent corporation of the affected entity;
- e) Non-payment of any debt service when due;
- f) Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- g) In the current and three most recently completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity; and
- h) Other events known to the affected entity which represent a material change in financial condition over the past three fiscal years, or may be pending for the next reporting period.

At the discretion of NDOT, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

5.2.5 Off-Balance Sheet Liabilities

For each entity for which financial information is submitted, provide a letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant: (a) identifying all off-balance sheet liabilities in excess of \$25 million dollars in the aggregate or (b) stating there are no such off-balance sheet liabilities.

5.3 SOQ Volume III – Technical Information

NDOT’s objective in requesting the information in this Section 5.3 is to identify Proposers whose team members and Key Personnel possess the technical qualifications, experience, capability and capacity to successfully design, and build the Project, and have a record of quality work and safety on similar projects.

Volume III of the SOQ shall contain the following:

5.3.1 Proposer Team Experience and Past Performance

The SOQ shall contain the following items documenting the Proposer team’s experience and past performance:

- a. Form E – Project Contact Information

Complete Form E for each project listed on Forms E-1 and E-2.

b. Forms E-1 and E-2 – Relevant Experience Tables

The SOQ shall contain completed Forms E-1 and E-2, as follows:

1. Form E-1: Relevant Design Experience – Provide details for at least one, but no more than three, projects of similar size and complexity to the Project*, in compliance with the instructions set forth in the notes in Form E-1, and best meeting the evaluation criteria set forth in Section 6.3.1(b) for relevant design experience.
2. Form E-2: Relevant Construction Experience – Provide details for at least two, but no more than four, projects of similar size and complexity to the Project*, in compliance with the instructions set forth in the notes in Form E-2, and best meeting the evaluation criteria set forth in Section 6.3.1(a) for relevant construction experience.

** Note: For the purpose of this Section 5.3.1.b, a project of “similar size and complexity to the Project” includes any significant limited access highway project with multiple travel lanes and bridges.*

c. Project Descriptions

The SOQ shall include a project description for each project listed in Forms E-1 and E-2. For the projects listed on more than one of Forms E-1 and E-2, the Proposer shall provide a separate project description for each such listing. Each project description shall be brief; meeting the page limitation found in Appendix B and shall include the following information:

1. Description of how the work experience on the project addresses each of the evaluation criteria set forth in Section 6.3.1(a), (b), or (c), as applicable;
2. Techniques used to achieve the owner’s price and schedule objectives;
3. Initial bid price and final contract price for the project. Provide the quantity (i.e., number) and dollar value of contract modifications and Include the quantity and dollar value of contract modifications and claims, and explanation of the causes for contract price change(s), whether upward or downward;
4. Techniques used to avoid delays and minimize claims; and
5. Initial scheduled completion date and actual completion date for the project. Include the amount of schedule delay or savings, and an explanation of the causes for the delay or savings.

d. Relevant Experience - Narrative

The SOQ shall contain a narrative that summarizes the Proposer’s relevant experience in the areas listed below in this Section 5.3.1.d. For each such area, the Proposer shall identify the team member(s) to which the relevant experience applies, and the projects (from Forms E-1 and E-2) on which the team member(s) gained such experience. This narrative shall be brief and meet page limitation defined in Appendix B. Ideally, this would cover all criteria in Section 6.3.1 not captured by Forms E-1 and E-2.

1. Design and construction of highway bridges and highway structures;
2. Design and construction of reconstruction and rehabilitation of rural expressways under traffic;
3. Construction/reconstruction using innovative designs, methods, and materials;
4. Construction of major highways in environmentally and culturally sensitive areas and community areas with multiple stakeholders;
5. Managing maintenance of traffic for large highway projects in community areas;
6. Managing utility coordination and relocations and ROW acquisition and relocation services;
7. Integration of design and construction activities;
8. Implementation of community relations and outreach programs (including website development and maintenance) for projects similar in size and complexity to the Project*;
9. Environmental permitting for projects similar in size and complexity to the Project*;
and
10. Description of how, if at all, the Equity Member(s) and Major Non-Equity Member(s) have worked together in the past, and the experience such Equity Members(s) and Non-Equity Members(s) have in design-build projects of similar size and complexity to the Project*.

** Note: For the purpose of this Section 5.3.1.d, a project of “similar size and complexity to the Project” includes any significant limited access highway project with multiple travel lanes and bridges.*

5.3.2 Proposer Organization

a. Management Structure

Provide a narrative describing the Proposer’s team and management structure, including its teaming arrangements, allocation of roles and responsibilities within the Proposer team, and how the Proposer will operate and manage the design and construction decision making processes for the Project. Describe how the Proposer’s management structure will facilitate completion of all Work required for the Project. Describe the prior experience, if any, of the Proposer, Equity Members, and Major Non-Equity Members working together within a consortium, partnership or any other form of joint venture.

The RFP will require one Contract for the design-build scope of Work be signed by the same entity. The management structure must demonstrate consistency with these requirements.

b. Organizational Charts

Provide an organizational chart(s) showing the “chain of command,” with lines identifying participants who are responsible for major functions to be performed, and their reporting relationships, in managing, designing, and building the Project. The chart(s) must show the functional structure of the organization down to the design discipline leader or construction superintendent level and must identify Key Personnel by name. Identify all Equity Members and Major Non-Equity Members in the charts. Identify the critical support elements and relationships of project management, project administration, design management, construction management, quality control, safety, environmental compliance, and subcontractor administration.

5.3.3 Key Personnel

a. Form F – Proposed Key Personnel Information

The SOQ shall contain a completed Form F providing the information requested therein for, each Key Personnel position.

b. Key Personnel Résumés

Provide separate résumés for all Key Personnel, as well as other relevant personnel included in the organization chart required under Section 5.3.2, subsection b. Résumés shall be limited to **two pages** each, will not be counted towards the overall SOQ page limit, and shall include the following information relevant to the experience set forth in the table below.

The table below provides a brief job description and duties of the Key Personnel assigned to the Project. The number of years of relevant experience listed for each Key Personnel position represents a target goal for evaluation purposes and is not a mandatory or minimum requirement for that position. Proposers should note that, notwithstanding that a Proposer may be shortlisted, NDOT reserves the right to disapprove a particular Key Personnel individual and require a Shortlisted Proposer to replace such individual.

Key Personnel	Job Description/ Relevant Years of Experience
Project Manager	This individual will be responsible for the overall design, construction, quality, and contract administration for the design and construction of the Project. This individual will be required to be Onsite full time during the design and construction phases of the Project. Relevant experience: <ul style="list-style-type: none">• 20 years on transportation projects.• 10 years managing the design and construction of expressway systems, including any design-build experience.
Construction Manager	This individual will be required to be Onsite full time during the construction phases of the Project and as required during the design phase. Relevant experience: <ul style="list-style-type: none">• 15 years on transportation projects.

Key Personnel	Job Description/ Relevant Years of Experience
	<ul style="list-style-type: none"> • 10 years managing the construction of expressway systems, including any design-build experience.
Design Manager	<p>This individual will be responsible for coordinating the individual design disciplines and will be responsible for ensuring that the overall Project design is completed in accordance with the contract requirements. This individual will be Onsite full-time during the design phase and as required during the construction phase of the Project. This individual will be responsible for design quality management and shall be the Coordinating Professional (Engineer of Record) who will have primary responsibility for design work under the Contract. This individual must be a registered professional civil engineer in the State of Nebraska by the time of contract award. Relevant experience:</p> <ul style="list-style-type: none"> • 15 years on transportation projects. • 10 years managing the design of expressways, including any design-build experience.
Quality Manager	<p>This individual will be responsible for establishing and supervising Design-Builder's quality assurance and quality control program for the design and construction of the Project. This individual will work for the Design-Builder under the direct supervision of an executive officer, independent of the Project Manager. This individual will be assigned to the Project full time and will be required to be Onsite during design and construction phases of the Project. This individual must not be assigned any other duties or responsibilities on this Project. This individual shall have the authority to stop any and all design or construction Work. This individual must be a registered professional engineer in the State of Nebraska by the time of contract award. Relevant experience:</p> <ul style="list-style-type: none"> • 15 years on transportation projects. • 5 years coordinating and managing quality programs on expressway projects, including any design-build experience.
Safety Manager	<p>This individual will be responsible for establishing and supervising Design-Builder's safety program and implementing and coordinating the Transportation Management Plan for the Project. This individual will work for the Design-Builder. This individual will be assigned to the Project full time and will be required to be Onsite during the construction phase of the Project. This individual must be familiar with NDOT and FHWA work zone safety regulations, must have successfully completed the ATSSA program and received the Nebraska Traffic Control Supervisor (TCS) certification by the time of contract award, and must have at least ten years of experience working on roadway work zone safety and OSHA Regulations. Relevant experience:</p> <ul style="list-style-type: none"> • 15 years on transportation projects. • 5 years coordinating safety programs on expressway projects, including any design-build experience.

Key Personnel	Job Description/ Relevant Years of Experience
ROW Acquisition Manager	<p>This individual will be responsible for coordinating the right-of-way acquisition services and right-of-way relocation activities of the Design-Builder and for ensuring that the ROW issues are resolved before construction work begins. This individual will work for the Design-Builder. This individual will be assigned to the Project full time and will be required to be Onsite during acquisition and relocation activities on the Project. Relevant experience:</p> <ul style="list-style-type: none"> • 10 years on transportation projects. • 5 years coordinating ROW acquisitions and ROW relocations for expressway projects, including any design-build experience.
Utility Adjustment Coordinator	<p>This individual will be responsible for coordinating the utility adjustment and relocation requirements for the Design-Builder and leading the efforts to resolve any utility conflicts that may arise during construction. This individual will work for the Design-Builder. This individual will be assigned to the Project full time and will be required to be Onsite during the design phase of the Project. Relevant experience:</p> <ul style="list-style-type: none"> • 10 years on transportation projects. • 5 years coordinating utility adjustments and relocations for expressway projects, including any design-build experience.
Environmental Compliance Manager	<p>This individual will be responsible for monitoring, documenting, and reporting environmental compliance for the Design-Builder. This individual will have overall responsibility for the environmental monitoring program to ensure that issues are resolved before construction work begins and to ensure compliance with environmental commitments and requirements through the life of the Project. This individual will work directly for the Design-Builder. This individual will be assigned to the Project full time and will be required to be Onsite during the design and construction phases of the Project. Relevant experience:</p> <ul style="list-style-type: none"> • 10 years of environmental compliance experience on transportation projects, including any design-build experience. • Experience securing 404 and 408 permits.
Hydraulic & Hydrology Lead	<p>This individual will be responsible for coordinating the H&H activities on the project. This individual will work directly for the Design-Builder. This individual will be assigned to the Project as required during the design phase and as required during the construction phase. This individual must be a registered professional civil engineer in the State of Nebraska by the time of contract award. Relevant experience:</p> <ul style="list-style-type: none"> • 10 years on transportation projects, including any design-build experience. • Experience securing CLOMRs and LOMRs.

c. Express Commitment Regarding Key Personnel

Provide an express, written statement committing that the Key Personnel designated in the SOQ for the positions or roles described Section 5.3.3(b) shall be available to serve the role so identified in connection with the Project. While NDOT recognizes personnel availability and scheduling issues impact the Proposers, Proposers are urged only to identify and proffer personnel that they intend to make available for, and intend to assign to work on, the Project for the positions identified. See Section 6.5 regarding requirements for NDOT's written consent to changes in the Key Personnel. Procedures concerning such changes will be set forth in the RFP.

5.3.4 Understanding and Approach to Design-Build Contracting

Provide the following:

- (a) A narrative explanation of the Proposer's understanding of DB projects and the most important risks and challenges to their successful design and construction; and
- (b) A narrative description of the Design-Builder's management and organizational approach for accomplishing a design-build Project. The narrative should describe the methodology for integrating the different areas of expertise needed for the design and construction functions into an efficient and effective organization. The management approach must reflect an understanding of the use of the design-build project delivery methodology for transportation projects. The narrative shall also provide a brief description of the significant functional relationships among participants outlined in the organization chart as described in Section 5.3.2.

5.3.5 Quality Management

Provide a narrative explaining the Proposer's experience and demonstrating effectiveness with respect to:

- (a) Quality assurance/control during design activities;
- (b) Quality assurance/control during construction activities;
- (c) Coordination between the project owner and the QA/QC organization; and
- (d) Coordination with other agencies.

A preliminary quality assurance/quality control plan will be a requirement of the shortlisted Proposers during the RFP phase.

5.3.6 Safety Information

The SOQ shall contain a Form S for each Equity Member and Major Non-Equity Member that will participate in construction of the Project, as applicable.

5.3.7 Form PP-1 – Past Performance - Awards

The SOQ may, at the Proposer's election, contain a separate, completed Form PP-1 for the Proposer, each Equity Member, and each Major Non-Equity Member, as applicable.

5.3.8 Form PP-2 – Environmental Past Performance

The SOQ may, at the Proposer's election, contain a separate, completed Form PP-2 for the Proposer, each Equity Member, and each Major Non-Equity Member, as applicable.

6 EVALUATION PROCESS

The objective of the RFQ step of this procurement is to shortlist Proposers with the legal, technical, financial, and management capability, capacity, and experience to successfully undertake and complete the design and construction of the Project. Accordingly, SOQs will be reviewed for responsiveness and evaluated against certain pass/fail criteria and qualitative evaluation factors, as described in this Section 6. The information provided in this Section 6 is intended to assist Proposers in organizing their teams and preparing their SOQs.

6.1 Responsiveness Review

Each SOQ will be reviewed for (a) the Proposer's responsiveness to the requirements set forth in this RFQ, including review with respect to provisions of this RFQ that describe grounds for disqualification, (b) conformance to the RFQ instructions regarding organization and format, and (c) nonconformities, irregularities, and apparent clerical mistakes which are unrelated to the substantive content of the SOQ. Those SOQs deemed not responsive to this RFQ may be excluded from further consideration and the Proposer will be so notified. NDOT may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation or failure to fully disclose required information.

6.2 Pass/Fail Evaluation

Following, or in conjunction with, evaluation of each SOQ for responsiveness, NDOT will evaluate each SOQ against the pass/fail criteria described in this Section 6.2. A Proposer must achieve a "pass" on all such pass/fail criteria in order for its SOQ to be evaluated qualitatively against the evaluation criteria described in Section 6.3.

- a) The SOQ contains an original Transmittal Letter (Form A) signed by the lead Equity Member, supplemental letters (Form A-1) signed by each other Equity Member on its firm letterhead, and, if necessary, copies of powers of attorney, as required in Section 5.1.9;
- b) Neither the Proposer nor any other entity that has submitted Forms L-1 and L-2, legal information, as required in Sections 5.1.6 and 5.1.7, is currently disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government or any state government;
- c) The information disclosed in the SOQ in response to Sections 5.1.4, 5.1.5, 5.1.6, and 5.1.7, including in Forms L-1 and L-2 does not, in NDOT's sole determination, indicate a material risk that the Proposer is unable to carry out the Project responsibilities potentially allocated to it;
- d) The SOQ contains the statements, disclosure and certification regarding organizational conflicts of interest required under Section 5.1.8, and NDOT has determined that (i) any actual or potential conflict of interest that is disclosed can be avoided or resolved through the RFQ and RFP phases of the procurement, and (ii) there exists no known violation by the Proposer of Nebraska Revised Statutes Section 39-2810;
- e) The Proposer's team does not include any Equity Member or Major Non-Equity Member that belongs to more than one Proposer organization or that has an Affiliate that belongs to another Proposer organization, unless NDOT in its sole discretion grants a written waiver of the conflict of interest;

- f) The Proposer makes the express, written commitments regarding Key Personnel, as required in Section 5.3.3, subsection c;
- g) The Proposer, or Lead Contractor, is capable of obtaining a payment and performance bond each in the amount of not less than \$100 million from a surety or insurance company that is (i) admitted to do business in the State of Nebraska, and (ii) rated in the top two categories by two nationally recognized rating agencies, or rated “A minus” or better and “Class VIII” or better by A.M. Best Company;
- h) The Proposer has the financial capability to carry out the Project responsibilities potentially allocated to it as demonstrated by the materials provided in Volume II of the SOQ; and
- i) The information disclosed in the SOQ in response to Section 5.3.6, including Form S, for the most recent three year period and the average recordable injury/lost work rate does not exceed applicable statistical standard for this business category which may indicate a material risk that the Proposer may be unable to develop and implement an effective safety program for the Project that prioritizes worker safety and protects the traveling public.

6.3 Qualitative Evaluation Factors and Weightings

Each responsive SOQ that achieves a “pass” on all of the “pass/fail” criteria described in Section 6.2 will be evaluated against the qualitative evaluation factors, and scored based on the corresponding weightings, set forth in this Section 6.3.

Note: Under this Section 6.3, a project of “similar size and complexity” includes any significant highway project with multiple travel lanes and bridges.

6.3.1 Proposer’s Team Experience and Past Performance (40%)

The background and experience of the Proposer and its individual team members, in designing and constructing projects similar in size and complexity to the Project will be evaluated in accordance with the sub-factors described in this Section 6.3.1. For scoring purposes, these lead-factors are listed in descending order of importance (starting with the most important lead-factor), provided, however, that consecutive lead-factors may be of equal value to each other. Under each lead-factor are listed in descending order of importance sub-factors (starting with the most important sub-factor), provided, however, that consecutive sub-factors may be of equal value to each other.

- (a) Lead Contractor – The extent to which the Proposer satisfies or exceeds the requirements for relevant construction experience as follows:
 - 1) Construction of at least two transportation projects each with a construction value of \$25 million or more that reached completion or substantial completion within the last ten years.
 - 2) Extent and depth of experience completing or substantially completing work for projects similar in size and complexity to the Project, on time and within a fixed price.

- 3) Experience in managing construction on time to a demanding schedule for projects similar in size and complexity to the Project, in environmentally and culturally sensitive areas and community areas with multiple stakeholders.
 - 4) The extent and depth of experience in constructing highway projects similar in size and complexity to the Project to obtain adequate but not excessive acquisitions of property rights, integrate with complex utility interfaces, and manage impacts to environmentally and culturally sensitive resources.
 - 5) Extent and depth of experience in completing construction of highway bridges.
 - 6) Experience in managing maintenance of traffic for projects similar in size and complexity to the Project in a rural community area.
 - 7) Extent and depth of experience in use of the Alternative Technical Concept or Value Engineering process and other innovative means.
- (b) Lead Engineering Firm – The extent to which the Proposer satisfies or exceeds the requirements for relevant design experience as follows:
- 1) Final design of at least one transportation project with a construction value of \$25 million or more that reached completion or substantial completion within the last ten years.
 - 2) The extent and depth of experience in completing design work for projects similar in size and complexity to the Project
 - 3) The extent and depth of experience in designing highway projects similar in size and complexity to the Project to obtain adequate but not excessive acquisitions of property rights, integrate with utility interfaces, and manage impacts to environmentally and culturally sensitive resources.
 - 4) Experience in design coordination with multiple stakeholders for projects similar in size and complexity to the Project and with significant environmental constraints.
 - 5) Demonstrated understanding and competence with federal standards on the National Highway System, the State of Nebraska Minimum Design Standards, and NDOT Roadway Design Manual, NDOT Drainage Design and Erosion and Sediment Control Manual, and the NDOT Bridge Operation, Policy and Procedure Manual.
 - 6) The extent and depth of experience in completing design work for highway bridges.
 - 7) Extent and depth of experience in obtaining 404 and 408 permits, as well as CLOMRs and LOMRs for projects similar in size and complexity to this Project.
 - 8) Extent and depth of experience in use of the Alternative Technical Concept or Value Engineering process and other innovative means.

- (c) Proposer Team Integration – The extent to which the Proposer team satisfies or exceeds the following:
 - 1) The extent to which the Proposer’s Lead Engineering Firm and Lead Contractor have worked together in successfully managing, designing and constructing projects similar in size and complexity to Project.
 - 2) The extent and depth of Proposer team’s individual team members experience in managing and integrating all aspects of work in a quality, timely and effective manner.

6.3.2 Proposer’s Organization and Key Personnel (30%)

The Proposer’s organization and Key Personnel will be evaluated in accordance with the lead-factors described in this Section 6.3.2. For scoring purposes, these lead-factors are listed in descending order of importance (starting with the most important lead-factor), provided, however, that consecutive lead-factors may be of equal value to each other.

- (a) The length and depth of experience of the Proposer’s Project Manager and Construction Manager in (i) successfully managing projects of size and complexity similar to the Project, and (ii) coordinating with relevant regulatory agencies and stakeholders in connection with projects with environmental constraints and culturally sensitive resources;
- (b) The length and depth of experience of the Proposer’s Design Manager in successfully managing the design of projects similar in size and complexity to the Project;
- (c) The length and depth of experience of the Proposer’s Environmental Compliance Manager in completing environmental permitting for projects similar in size and complexity to the Project;
- (d) The length and depth of experience of the Proposer’s ROW Acquisition Manager in implementing and managing: (i) ROW acquisition – extent, depth and experience acquiring substantial amounts of ROW for highway projects similar in size and complexity to the Project, and (ii) ROW relocation activities – extent, depth and experience completing ROW relocations for projects similar in size and complexity to the Project;
- (e) The length and depth of experience of the Proposer’s Quality Manager in developing, and successfully implementing, and maintaining quality management systems on projects of similar size and complexity to the Project;
- (f) The length and depth of experience of the Proposer’s Safety Manager in implementing and maintaining a safety program on projects of similar size and complexity to the Project;
- (g) The length and depth of experience of the Proposer’s Utility Adjustment Coordinator in implementing and successfully coordinating utility relocation activities with major stakeholders on projects of similar size and complexity to the Project;

- (h) The extent to which the Proposer's organization demonstrates stability and is capable of functioning as a well-integrated Design-Build team that will effectively manage all Project risks; and
- (i) The length and depth of experience of the Proposer's Hydraulic & Hydrology Lead in completing H&H activities on projects with challenges similar in size and complexity to those of the Project.

6.3.3 Understanding and Approach to Design-Build Contracting (10%)

The Proposer's Project Understanding and Approach will be evaluated in accordance with the lead-factors described in this Section 6.3.3. For scoring purposes, these lead-factors are listed in descending order of importance (starting with the most important lead-factor), provided, however, that consecutive lead-factors may be of equal value to each other.

- (a) The extent to which the Proposer demonstrates a complete understanding of design-build contracting for projects of similar size and complexity to the Project and of the most important risks and challenges to their successful design and construction;
- (b) The extent to which the Proposer demonstrates a complete understanding of the use of design-build project delivery methodology for projects of similar size and complexity to the Project;
- (c) The extent to which the Proposer demonstrates how the Proposer's significant functional relationships among the participants outlined in the organization chart as described in Section 5.3.2, including its approach to successfully meet NDOT's goals described in Section 1.6; and
- (d) The ability to effectively manage all aspects of a design-build contract in a quality, timely, and effective manner and integrate the different parts of its organization in a cohesive and seamless manner.

6.3.4 Quality Management Experience (20%)

The Proposer's record of successful and effective quality management will be evaluated in accordance with the lead-factors described in this Section 6.3.4. For scoring purposes, these lead-factors are listed in descending order of importance (starting with the most important lead-factor), provided, however, that consecutive lead-factors may be of equal value to each other.

- (a) The extent to which the Proposer demonstrates experience and success on projects similar in size and complexity to the Project with implementing an effective, integrated quality management program, in which the Proposer is responsible for construction quality control, and design quality control plans and functions, as well as the overall quality assurance functions for the project;
- (b) The extent to which the Proposer demonstrates experience and success with an effective approach to coordination between the project owner and the Proposer on projects similar in size and complexity to the Project; and
- (c) The extent to which the Proposer demonstrates experience and success with an effective approach to coordination among the Proposer and other agencies on projects similar in size and complexity to the Project.

6.4 SOQ Evaluation Procedure and Shortlisting Notification

NDOT anticipates utilizing one or more committees to review and evaluate the SOQs in accordance with the above criteria and to make shortlisting determination and recommendation to the NDOT Deputy Director(s) for ratification. At various times during the deliberations, NDOT may issue one or more requests for written clarification to the individual Proposers. At its discretion, NDOT may also schedule interviews with one or more Proposers on a one-on-one basis, for the purpose of enhancing NDOT's understanding of the SOQs and obtaining clarifications of the terms contained in the SOQs.

NDOT may request the Proposers to verify or certify certain aspects of their SOQs. The scope, length and topics to be addressed shall be prescribed by, and subject to the discretion of, NDOT. At NDOT's sole discretion, interviews may be requested at a later date. At the conclusion of this process, Proposers may be required to submit written confirmation of any new information and clarifications provided during an interview. Upon receipt of requested clarifications and additional information as described above, if any, the SOQs will be re-evaluated to factor in the clarifications and additional information.

Evaluations and rankings of SOQs are subject to the sole discretion of NDOT, NDOT staff and such professional and other advisors as NDOT may designate. NDOT Deputy Director - Operations and Deputy Director - Engineering will make the final determination of the Proposers to be shortlisted as deemed appropriate, in NDOT's sole discretion applying the criteria described in [Section 6.3](#), and in the best interests of the State of Nebraska.

Each Proposer will be notified in writing via e-mail and a hard copy letter whether it has been selected for the. If only one Proposer responds to the RFQ or attains shortlisting status, NDOT may re-advertise shortlist or cancel the procurement in its sole discretion.

6.5 Changes in Proposer Organization and Key Personnel

NDOT wants to ensure that Proposers are able to develop and attract the greatest range and depth of expertise as may be necessary to participate in the procurement to optimally design and construct the Project in an innovative, effective, and efficient manner. Accordingly, NDOT reserves the right and discretion to authorize Proposers to add or change team members, reorganize the Proposer entity and change Key Personnel throughout the procurement process until submittal of the Proposals, except in the event of potential organizational conflicts of interest and/or deficiencies in qualifications and experience for the proposed role.

Following submittal of the SOQs, the following actions may not be undertaken without NDOT's prior written consent, in its sole discretion:

- a) Deletion or substitution of a Proposer team member identified in its SOQ or a change in the role or scope of work of a Proposer team member;
- b) Deletion or substitution of Key Personnel identified in its SOQ or a change in the role or position of such personnel;
- c) Deletion or substitution of an Equity Member identified in its SOQ, a Guarantor or any other entity identified in its SOQ that will bear financial responsibility or liability for the performance of the Proposer; and

- d) Other changes, direct or indirect, in the equity ownership or team membership of a Proposer as identified in its SOQ (excluding the transfer of shares in a publicly traded company that do not result in a change in control of such company).

Should a Proposer wish to make such a change it shall request, in writing, NDOT's consent. The written request shall provide, for any new or substitute entity or personnel, the same information required under this RFQ for such entity or personnel had it, he or she been part of the Proposer team as of the SOQ submission (including, without limitation, legal, financial, qualifications/ experience, and other information). If a Proposer wishes to delete an entity or change Key Personnel, the Proposer shall provide NDOT with information establishing that the Proposer remains qualified for shortlisting as contemplated under this RFQ. Any such change made without the written consent of NDOT may, at NDOT's sole discretion, result in the Proposer being disqualified.

7 COMMUNICATION, PUBLIC INFORMATION & ORGANIZATIONAL CONFLICTS OF INTEREST

7.1 Improper Communications and Contacts

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

NDOT's Design-Build Engineer, Kyle Keller, will serve as the primary point of contact during the RFQ procurement.

7.1.1 Communication Process

NDOT is the single source of information regarding the Contract procurement. The procurement process begins on the date of issuance of this RFQ, and is anticipated to be completed with the award of the Contract.

The following rules of contact are now in effect and shall remain in effect until the earliest of (i) award and execution of the DB Contract, (ii) rejection of all Proposals by NDOT, or (iii) cancellation of the procurement:

- (a) After submittal of SOQs, no Proposer or any of its team members may communicate with another Proposer or members of another Proposer's team with regard to the Project or the SOQs, except that a Proposer may communicate with a subcontractor that is on both its team and another Proposer's team (where neither this RFQ nor the Conflict of Interest Policy set forth in Attachment 1 precludes the subcontractor from being on more than one Proposer team), so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams. (Contact among Proposers and team members is allowed during NDOT sponsored workshops and meetings.)
- (b) Contact between the Proposers and NDOT (questions and responses to questions) shall only be through NDOT's and Proposer's designated representative and shall be in writing. NDOT's designated representative is identified in Section 3.4.
- (c) The Proposers shall not contact NDOT employees, advisors, and any other person who will evaluate the SOQs regarding the Project or the procurement.
- (d) The Proposers shall not contact employees of those parties identified under Section 7.3.2 who are directly involved with the Project. NDOT shall provide any necessary coordination during the RFQ stage with such entities in order that, among other things, the procurement is implemented in a fair, competitive, and transparent manner and with uniform information.
- (e) Any contact determined to be improper, at the sole discretion of NDOT, may result in disqualification.

- (f) Any official contact regarding the Project will be disseminated in writing from NDOT on NDOT letterhead and signed by the NDOT Design-Build Engineer identified in Section 3.4.
- (g) NDOT will not be responsible for any oral communication or any other information or contact that occurs outside the official communication process specified herein.
- (h) The Proposers shall not contact the following identified stakeholders regarding the DB Work and the Project, including employees, representatives, members, consultants, and advisors of the entities listed below. NDOT shall provide necessary coordination during the RFQ stage in order that the procurement is implemented in a fair, competitive, and transparent manner and with uniform information:
 - Environmental, regulatory and permitting agencies, including the United States Army Corps of Engineers;
 - Utilities owners along the Project corridor;
 - Cities of Scribner and West Point; and
 - Counties of Dodge and Cuming.

7.2 Public Records

All written documents, correspondence, exhibits, photographs, reports, printed material, tapes, electronic disks, and other graphic and visual aids submitted to NDOT during this procurement, including as part of the response to this RFQ, are, upon their receipt by NDOT, the property of NDOT and are subject to the Nebraska Public Records Act. None of the aforementioned materials will be returned to the submitting parties. Proposers should familiarize themselves with the provisions of the Nebraska Public Records Act. In no event shall NDOT, or any of its agents, representatives, consultants, directors, officers, or employees be liable to a Proposer for the disclosure of all or a portion of an SOQ submitted under this RFQ.

If a Proposer has special concerns about information that it desires to make available to NDOT but which it believes constitutes a trade secret, proprietary information, or other information excepted from disclosure, such Proposer shall specifically and conspicuously designate that information as "TRADE SECRET" or "CONFIDENTIAL" in its filed response to this RFQ. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets, or confidential commercial or financial information shall not be permitted and NDOT shall not be bound by such designation. The specific proprietary information, trade secrets, or confidential commercial and financial information must be clearly identified as such. NDOT will endeavor to advise the Proposer of any request pursuant to the Nebraska Public Records Acts and any other applicable laws for the disclosure of any material properly labeled as proprietary, trade secret, or confidential so as to allow the Proposer the opportunity to seek a court order to protect such materials from disclosure. Under no circumstances, however, will NDOT be responsible or liable to the Proposer or any other party for the disclosure of any such labeled materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of NDOT or its officers, employees, contractors, or consultants.

NDOT will not be required to advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Nebraska Public Records Act, as to the interpretation of the Nebraska Public Records Act, or as to the definition of trade secret. The submitting party shall be solely responsible for all determinations made by it under applicable laws and for clearly and prominently marking each and every page or sheet of materials with

"TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the Nebraska Public Records Act and other applicable laws and their application to the submitting party's own circumstances.

In the event of litigation concerning the disclosure of any material submitted by the submitting party, NDOT's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The submitting party shall reimburse NDOT for any expenses it incurs in connection with any such litigation.

7.3 Organizational Conflicts of Interest

7.3.1 NDOT Consultant

NDOT has developed a project-specific conflict of interest policy for the Project. A copy of the current policy is provided as Attachment 1 to this RFQ. Proposers shall comply with this conflict of interest policy.

NDOT has engaged a number of consultants to assist and participate in the Project development stages, as well as assist NDOT during the procurement process for the Project. Proposer is prohibited from teaming with, receiving any advice or discussion (except discussion in a forum established pursuant to the RFP) any aspect relating to the Project or the procurement of the Project with any such consultants, including:

- HDR Engineering, Inc.
- Capital Appraisal Company
- Thomas E. Frawley Consulting, LLC
- JEO Consulting Group, Inc.
- Midwest Right of Way Services, Inc.
- Nossaman LLP.
- Survey and Mapping, LLC.
- Thiele Geotech, Inc.
- United Farm & Ranch Management

NDOT may disqualify a Proposer, and refuse to enter into the Contract with the apparent best value Proposer, if NDOT determines that:

- (a) The Proposer has made impermissible contact with any of the NDOT consultants listed above with respect to this procurement and/or Contract; or
- (b) The Proposer includes any of the NDOT consultants listed above on the Proposer's team.

Any violation of the foregoing restrictions by the apparent best value Proposer will, in NDOT's sole discretion, constitute a failure to execute the Contract and result in the forfeiture of the Proposer's security.

7.3.2 NDOT Employees Involved In Procurement

Proposers or any member of a Proposer team shall not offer employment to an NDOT procurement officer, procurement employee or other NDOT employee having a significant procurement role with respect to the Project.

NDOT has adopted the following conflict of interest policies for NDOT officers and employees:

- “Guidelines for Accelerated Project Delivery” (2016), Section 1 (Conflict of Interest Policy for Design-Build and Construction Manager/General Contractor); and
- Attachment 1 to this RFQ.

NDOT may disqualify a Proposer from continued participation in this procurement process if it or any member of the Proposer’s team violates these provisions.

7.3.3 Participation in More than One Proposer Organization

NDOT may disqualify a Proposer from continued participation in this procurement process if any of its Equity Members or Major Non-Equity Members belongs to more than one Proposer organization, or if any Affiliate of the Proposer or any of its Equity Members or Major Non-Equity Members is a member of another Proposer organization.

8 PROTEST PROCEDURES

8.1 Applicability

This section sets forth the exclusive protest remedies available with respect to this RFQ. These provisions prescribe the exclusive procedures for protests which may only be brought for the following reasons:

- a) allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed NDOT's authority;
- b) a determination as to whether an SOQ is responsive to the requirements of the RFQ or as to whether an SOQ passes the pass/fail criteria set forth in this RFQ; and
- c) shortlisting determinations.

The protest remedies described in this section are available regarding the above matters listed above notwithstanding other provisions in this RFQ which state that NDOT's determination of a particular matter is in its sole discretion.

8.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 8.1 may be filed only after the Proposer has informally discussed the nature and basis of the protest with NDOT, following the procedures prescribed in this section. The Proposer shall initiate such informal discussions by a written request for a one-on-one meeting delivered to the address specified in Section 3.4 no later than **three** business days after the issuance of the RFQ (for protests concerning the issues described in Section 8.1(a)), the responsiveness or pass/fail determination at issue (for protests concerning the issues described in Section 8.1(b)), or the shortlisting determinations (for protests concerning the issues described in Section 8.1(c)), as applicable. The Proposer's failure to observe any of these deadlines shall constitute a waiver of the Proposer's right to the corresponding protest. The written request shall include an agenda for the proposed one-on-one meeting. NDOT will then set a date and time to discuss the nature and basis of the protest with the Proposer. If necessary to address the issues raised in a protest, NDOT may, in its sole discretion, make appropriate revisions to the RFQ documents by issuing addenda.

8.3 Deadlines for Protests

- a) Protests concerning the issues described in Section 8.1(a) must be filed as soon as the basis for the protest is known, but no later than **seven** calendar days prior to the SOQ Due Date, unless the protest relates to an addendum to the RFQ, in which case the protest must be filed no later than **five** business days after the addendum is issued and NDOT gives notice that the discussion under Section 8.2 is concluded.
- b) Protests concerning the issues described in Section 8.1(b) must be filed no later than **ten** calendar days after receipt of the notification of non-responsiveness or failure to pass all pass/fail criteria set forth in this RFQ and NDOT gives notice that the discussion under Section 8.2 is concluded.
- c) Protests concerning the issues described in Section 8.1(c) must be filed no later than **ten** calendar days after the earliest of the notification of the shortlist and the public announcement of the shortlist and NDOT gives notice that the discussion under Section 8.2 is concluded.

8.4 Content of Protest

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

8.5 Filing of Protest

Protests shall be filed by hand delivery, as soon as the basis for protest is known to the Proposer or before the applicable deadline, to:

**Nebraska Department of Transportation,
Director's Office
1500 HWY 2
Lincoln, NE 68509**

For any protests filed after the SOQ Due Date, the Proposer filing the protest shall concurrently send a copy of the protest to the other Proposers whose addresses may be obtained by contacting the NDOT representative provided in [Section 3.4](#).

8.6 Comments from Other Proposers

Other Proposers may file statements in support of or in opposition to the protest within **five** calendar days of the filing of the protest. NDOT shall promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

8.7 Burden of Proof

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

8.8 Decision on the Protest

NDOT's Director (who has not been involved in evaluation) shall issue a written decision regarding the protest within 30 calendar days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, NDOT may, in its sole discretion, make appropriate revisions to this RFQ by issuing an addendum.

The written decision of NDOT's Director shall be final and non-appealable.

8.9 Protester's Payment of Costs

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

8.10 Rights and Obligations of Proposers

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

9 DEBRIEFING MEETINGS

All Proposers submitting SOQs will be notified in writing of the results of the evaluation process. Proposers not shortlisted may request a debriefing. If requested, debriefings will be provided at the earliest feasible time after notification of the shortlisted Proposers. The debriefing will be conducted by a procurement official familiar with the rationale for the shortlist decision.

Debriefings shall:

- a) Be limited to discussion of the unsuccessful Proposer's SOQ and may not include specific discussion of a competing SOQ;
- b) Be factual and consistent with the evaluation of the unsuccessful Proposer's SOQ;
and
- c) Provide information on areas in which the unsuccessful Proposer's SOQ had weaknesses or deficiencies.

Debriefing will not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluator.

10 NDOT RESERVED RIGHTS

In connection with this procurement, NDOT reserves to itself all rights (which rights shall be exercisable by NDOT 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) Develop the Project in any manner that NDOT, in its sole discretion, deems necessary.
- b) Modify the procurement process to address applicable law and/or the best interests of NDOT.
- c) Revise the scope, type, structure, and specific terms of this procurement.
- d) Negotiate with a Proposer without being bound by any provision in its proposal or other submittal provided in connection with this procurement and suspend or terminate negotiations at any time.
- e) Elect not to commence or continue negotiations with any responding Proposer.
- f) If NDOT is unable to negotiate a Contract to its satisfaction with a Proposer, elect to negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other developments or solicitations relating to the Project, or exercise such other rights under applicable law, as NDOT deems appropriate.
- g) Accept or reject any SOQs, proposals, responses, supplemental information or data, other submittals, or any parts thereof, received from Proposers at any time.
- h) Waive any informalities, irregularities, deficiencies, or omissions in or in connection with the SOQs, accept and review a non-conforming SOQ, or permit clarifications and supplements to any SOQ.
- i) Modify all dates set or projected in this RFQ.
- j) Issue Addenda, supplements, and modifications to this RFQ and the RFP.
- k) Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ, and require additional evidence of qualifications to perform the work described in the RFQ.
- l) Cancel this RFQ, or the subsequent RFP, in whole or in part at any time prior to the execution by NDOT of the Contract, without incurring any cost obligations or liabilities, except as otherwise provided in the RFP.
- m) Modify the shortlisting determination based on subsequently learned information.
- n) Permit a Proposer to add, delete, or change firms and/or Key Personnel.
- o) Make all final determinations.
- p) Appoint evaluation committees to review SOQs and make recommendations regarding the SOQs, and seek the assistance of outside technical, financial, and legal experts and consultants in connection with the SOQ evaluations.
- q) Hold meetings and conduct discussions and correspondence with one or more of the Proposers regarding their SOQs.
- r) Seek and obtain information or data, from any source, that may assist NDOT in evaluating the SOQs.

- s) Disqualify any Proposer under this RFQ, the RFP, or during the period between the RFQ and the RFP, for violating any rules or requirements of the procurement set forth in this RFQ, the RFP, or in any other communication from NDOT in connection with this procurement.
- t) Disqualify any Proposer that changes its submittal after the SOQ Submittal Deadline without NDOT's approval.
- u) Not issue a notice to proceed after execution of the Contract.
- v) Exercise any other right reserved or afforded to NDOT under this RFQ or applicable laws or regulations.
- w) Add or modify NDOT's reserved rights in Addenda to this RFQ and the subsequent RFP.

THE RFQ DOES NOT COMMIT NDOT TO ENTER INTO A CONTRACT OR PROCEED WITH THE PROCUREMENT AS DESCRIBED HEREIN. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 3.6, NDOT ASSUMES NO OBLIGATIONS, RESPONSIBILITIES, OR LIABILITIES, FISCAL OR OTHERWISE, TO REIMBURSE ALL OR PART OF THE COSTS INCURRED OR ALLEGED TO HAVE BEEN INCURRED BY PARTIES CONSIDERING A RESPONSE TO OR RESPONDING TO THIS RFQ, OR ANY SUBSEQUENT RFP. ALL SUCH COSTS SHALL BE BORNE SOLELY BY EACH PROPOSER.

APPENDIX A:
PROJECT DESCRIPTION AND PROJECT STATUS

1. Project Description

As illustrated in **Figure 1**, the Project will improve approximately 18.5 miles of US-275, located in Cuming and Dodge Counties. The project limits are from Reference Post (RP) 114.00, or 2.01 miles north of the junction of US-275 and Nebraska Highway 9 (N-9), and extend south and east to RP 133.65, 3.01 miles southeast of the southeast corporate limits of Scribner, matching in to the existing four lane expressway section. Construction may begin and/or end approximately 1500 feet ahead of or beyond the actual project limits to accommodate phasing and transitioning the pavement.

NDOT plans to construct the majority of the rural portions of this project using a 2+2 approach which involves using the existing two lanes of highway in place and adding two new lanes adjacent to the existing lanes, resulting in a four-lane divided expressway. The side of existing US-275 on which the new lanes will be constructed may vary over the length of the 2+2 construction segments. As a result, there may be several locations where the new lanes reverse sides with respect to existing US-275, involving areas of crossover construction to make all four lanes of the expressway continuous. Decisions on which side of existing US-275 to construct the new lanes will be primarily driven by minimizing impacts to Waters of the U.S. and making use of property rights previously acquired by NDOT for the project.

The existing roadway on US-275 consists of two 12-foot-wide asphalt lanes and 10-foot-wide shoulders, 8 feet of which are asphalt. The improvements will use Principal Controlling Design Criteria derived from the "Nebraska Administrative Code, Title 428, Rules and Regulations of the Board of Public Roads Classifications and Standards (2016)" for roadways with an "Expressway" state functional classification and "Principal Arterial" national functional classification. The proposed typical section is consistent with the typical section of the majority of rural expressways in Nebraska and consists of a four-lane divided roadway with two 12-foot-wide driving lanes and associated shoulders in each direction. The inside (left) shoulder will include 4 feet of surfacing and the outside (right) shoulder will include 8 feet of surfacing. The lanes will be separated by a 54-foot-wide depressed grass median. The Principal Controlling Design Criteria include minimum and desirable requirements for horizontal and vertical curves as well as design storm frequencies for drainage structure design. The new roadway will be Portland cement concrete pavement.

Where it is determined to be practical along the existing lanes of US-275 in the 2+2 construction segments, a Restoration, Rehabilitation, and Resurfacing (3R) strategy will be applied to preserve the existing two lanes. To meet current 3R standards, adjustment to existing pavement cross slopes, roadway embankment fore slopes or other roadway alignment or cross section features of the existing two lanes may be required. The 3R work will consist of asphaltic concrete pavement.

A 5-lane urban section will be constructed north and south of the existing 4-lane section in West Point. The existing 4-lane concrete section in West Point from 13th Street (RP 116.63) to Logan Street (RP 118.07) will be used in place and no construction would occur within this segment of the corridor.

A 4-lane expressway bypass will be constructed around the City of Scribner and will tie into the existing US-275 alignment north and south of Scribner. Portions of the Scribner bypass will include realignment of the Pebble Creek levee. The levee section is anticipated to consist of a prism of impervious lean clay material positioned under one direction of the US-275 lanes. A segment of new levee will also be constructed across existing US-275 at the northern edge of Scribner to replace the existing levee closure structure. Maintenance of the level of flood protection afforded by the existing levee system must be provided throughout construction of the Scribner bypass.

Existing US-275 through Scribner will be relinquished to the City and short segments of the existing highway in the vicinity of the Scribner bypass tie-ins will be removed.

Portions of the Project north of and around Scribner cross through the Elkhorn River and the Pebble Creek floodplain and the Pebble Creek floodway. A floodplain permit will be required and a Conditional Letter of Map Revision (CLOMR) is anticipated. It is anticipated that the project will include channel or ditch grading along segments of the existing Scribner levee system and along the Scribner bypass to mitigate floodplain impacts.

The project is anticipated to include construction of either channel bank protection along the Elkhorn River or highway embankment slope protection along a section of US-275 north of Scribner near RP 129.00 where the Elkhorn River channel has been migrating toward US-275.

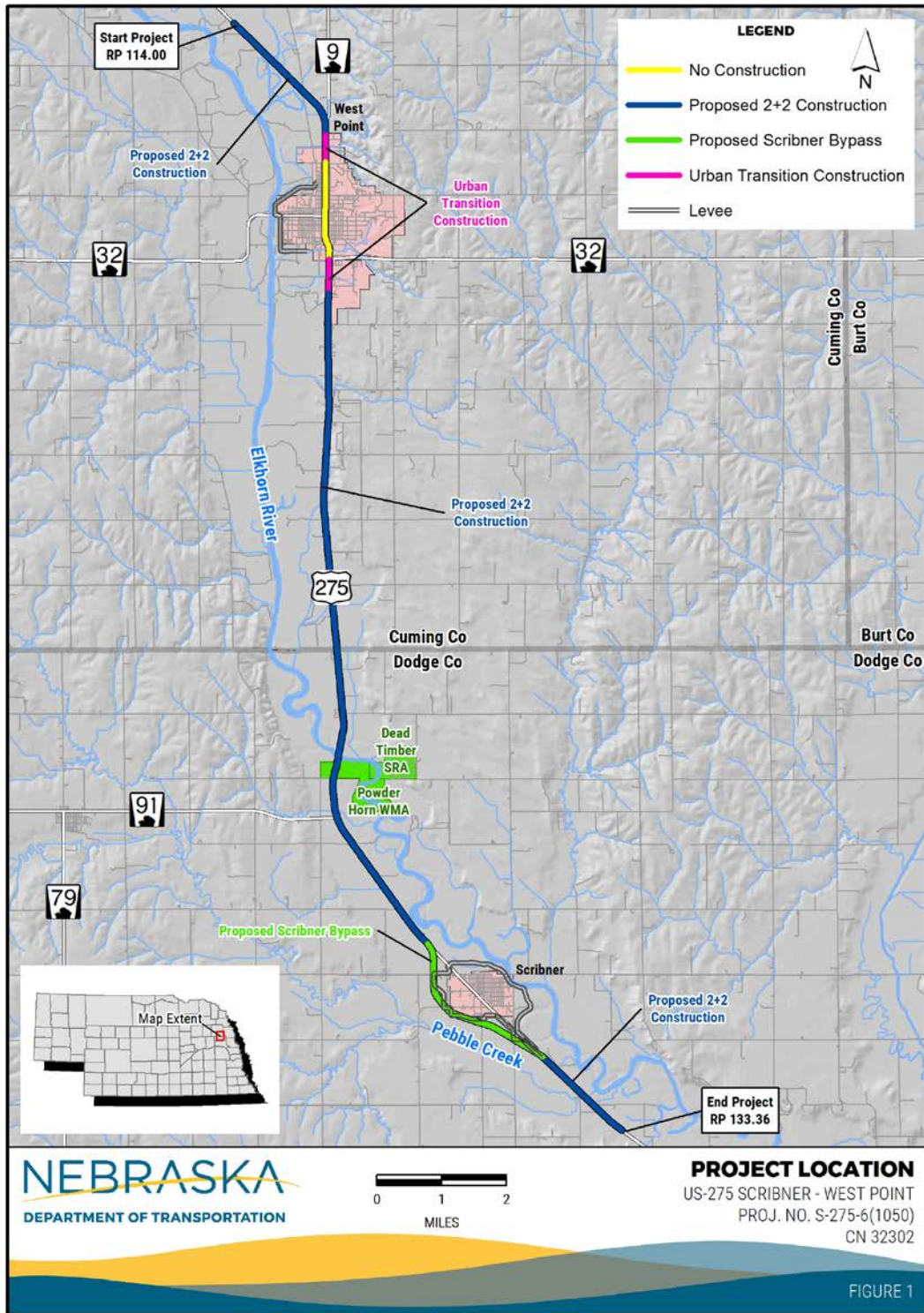
Drainage structures along the US-275 project will either be extended or replaced in the 2+2 construction areas while new drainage structures are anticipated in segments of all-new construction. Existing bridges will be rehabilitated, or replaced as necessary. New structures will be constructed on the additional two lanes. The project will include an Elkhorn River bridge crossing at approximate RP 125.90 to parallel the existing US-275 Elkhorn River Bridge.

This project will be constructed under traffic with lane closures controlled by appropriate traffic control devices and practices. One lane of through traffic in each direction of travel will be maintained for US-275. Temporary surfacing may be required at bridge locations to accommodate phased construction. Access to adjacent properties will be maintained during construction but may be limited at times due to phasing requirements.

Additional property rights will be required to build this project.

The above description of the Project includes elements that require concurrence from permitting and local agencies. The project description is therefore subject to change.

Figure 1 – General Location Map



2. Design and Construction Requirements

Design: The Project design used in the development of the alignment uses current NDOT and AASHTO standards. The Design-Builder may have flexibility in the design of the Project as applicable standards, ROW limitations, and environmental permitting requirements allow. NDOT standards will be utilized during the design of the Project. As appropriate, the NDOT standards may be modified to conform to the performance-based specifications being prepared for the Project, subject to NDOT's sole discretion and relaxation approval by the Board of Public Roads Classifications and Standards.

Construction: The Project must be constructed so as to maintain traffic flow throughout the construction process.

3. Project Status

The status of the Work being completed for the Project by NDOT is summarized as follows. The responsibility for obtaining permits/approvals, including any others that NDOT may later identify, will be detailed in the RFP.

Survey: NDOT has established horizontal and vertical control points for the project. NDOT is acquiring aerial photography and aerial photo-based topographic mapping and a triangulated irregular network (TIN) model to support the preliminary design. Supplemental ground survey is being obtained for the following items:

- a) Pavement spot elevations along the centerline and edges of existing US-275 and paved side roads;
- b) Dimensions, flow line elevations, and nearby channel description data for existing pipe and box culverts along US-275;
- c) Existing conditions H&H survey data for existing Elkhorn River and Pebble Creek crossing structures in the project area and select location channel cross sections;
- d) Horizontal location of existing above ground and owner-marked underground utilities;

Preliminary Engineering: NDOT is currently preparing preliminary engineering documentation for the Project. After the RFP is issued, Proposers will have access to these preliminary engineering documents.

Utilities: NDOT is currently working with the utilities to establish MOUs associated with the Project and to identify any permits that may be required. Available utility information (including any subsurface information) collected by NDOT will be made available to the Proposers, along with established constraints and responsibilities for impacted utilities.

Plans: Comprehensive as-built plans for the existing US-275 roadway in the project area are not available.

Geotechnical: Any soil boring information collected by NDOT will be provided as part of the RFP.

ROW Acquisition: NDOT estimates based upon current design development, that a total of about 150 parcels may be acquired to complete the Project. Most of the parcels involved will be agricultural properties. There will be relocations of varying type and duration. NDOT will acquire parcels along the corridor prior to DB contract award. Subsequent to the Project DB contract award, NDOT anticipates that the Design-Builder will take responsibility for professional ROW acquisition and relocation services for the remaining ROW for which NDOT has not yet

commenced acquisition and relocation activities. NDOT will, in its sole discretion, review and if appropriate, approve all access control recommendations.

Permitting: The Project will require several agency permits/approvals. The following table summarizes the anticipated required permits/approvals and their associated status:

Anticipated Permits and Approvals Needed

Permit / Action	Agency	Status
Clean Water Act Section 404 Individual Permit	U.S. Army Corps of Engineers (USACE)	Construction will be permitted via two Section 404 permits. NDOT will acquire the initial permit for construction north of Scribner prior to the issuance of the final RFP addendum. After DB contract award and after Section 408 authorization, NDOT will acquire the second permit for construction of the Scribner bypass and areas to the south.
Clean Water Act Section 401 Water Quality Certification	Nebraska Department of Environmental Quality (NDEQ)	
Section 408 Approval	U.S. Army Corps of Engineers (USACE)	NDOT will submit initial Section 408 documentation for USACE preliminary approval prior to issuance of the final RFP addendum. Final Section 408 approval will be obtained by NDOT using final design information supplied by the Design-Builder.
NEPA Compliance	U.S. Army Corps of Engineers (USACE)	NDOT will prepare environmental documentation for use by USACE for NEPA compliance. NEPA approval will be completed in conjunction with Section 404 permitting and Section 408 approval.
Endangered Species Act Section 7 Consultation	U.S. Fish and Wildlife Service (USFWS)	Section 7 Consultation will be completed by NDOT prior to issuance of the final RFP addendum.
Nebraska Endangered Species Coordination Act (NESCA) Consultation	Nebraska Game and Parks Commission (NGPC)	NESCA consultation with NGPC will be completed by NDOT prior to issuance of the final RFP addendum.
National Historic Preservation Act Section 106 Compliance	Nebraska State Historic Preservation Office (SHPO)	Consultation with Nebraska SHPO will be completed prior to issuance of the final RFP addendum.
Conditional Letter of Map Revision (CLOMR)	Federal Emergency Management Agency	NDOT will obtain CLOMR approval prior to NTP 2.
Floodplain Development Permit	Local Administrators	NDOT will obtain local floodplain permits in the area associated with

Permit / Action	Agency	Status
		CLOMR approval prior to the final RFP addendum. The Design-Builder will be responsible for all other floodplain permits.
NPDES Construction Storm Water General Permit	Nebraska Department of Environmental Quality (NDEQ)	The NPDES Construction Storm Water General Permit and associated Stormwater Pollution Prevention Plan (SWPPP) will be the responsibility of the Design-Builder.
NPDES Dewatering Permit	Nebraska Department of Environmental Quality (NDEQ)	Responsibility of Design-Builder, if required.
State of Nebraska Air Quality Construction Permit – Portable Batch Plant	Nebraska Department of Environmental Quality (NDEQ)	Responsibility of Design-Builder, if required.
Well registration and decommissioning	Nebraska Department of Natural Resources (NDNR)	Responsibility of Design-Builder, if required.

4. Additional Project Documentation

To provide Proposers with additional information pertaining to the Project, NDOT is making Project-related documents available on the Website.

APPENDIX B:
FORMAT AND ORGANIZATION OF STATEMENT OF QUALIFICATIONS

1. Organization

The SOQ shall be organized as follows and as depicted in Table B-1 below:

(a) Three volumes:

- a. Volume I – Legal Information
 - Appendix I-A: Supplemental Legal Forms
- b. Volume II – Financial Information
- c. Volume III – Technical Information
 - Appendix III-A: Supplemental Technical Forms
 - Appendix III-B: Résumés

2. Pages and Binders

The volumes and appendix shall consist of loose-leaf pages that are 8 ½” by 11” and white, except for charts, exhibits, and other illustrative and graphical information, which may be submitted on 11” by 17” paper and folded to 8 ½” by 11”. The SOQ shall conform to the following page limitation requirements:

- a. Volume I: Legal Information – no page limitation except the Executive Summary which will be limited to **10 pages** in total;
 - Appendix I-A: Supplemental Legal Forms – no page limitation.
- b. Volume II: Financial Information – no page limitation.
- c. Volume III: Technical Information – a limit of **60 pages** in total;
 - Appendix III-A: Supplemental Technical Forms – no page limitation; and
 - Appendix III-B: Résumés – a maximum of **2 pages** per individual.

The SOQ shall be organized into three separate three-ring binders, for Volumes I, II and III respectively, along with the related volume appendices. The sections (and, optionally, subsections) shall be separated with lettered or numbered dividers (dividers will not be counted against the page limitation). Color photographs, renderings, and brochures shall be adequately bound and suitably protected for handling and circulation during review and evaluation.

3. Page Format

To meet the page limits requirement listed above, all text shall be in an Arial font that is a minimum of 11 points in size, single-spaced, and printed single-sided. Each page shall be numbered consecutively within each section (i.e., 1-1, 1-2...; 2-1, 2-2...; 3-1, 3-2..., etc.), and the page numbers shall be centered at the bottom of each page. Margins shall be not less than one inch at the top, bottom, and sides of all pages, except for headers and footers.

4. Clarity and Conciseness

Proposers should make every effort to present information clearly and concisely. Documentation that is difficult to read may be rejected and may lead to disqualification.

5. Reproducibility

All SOQ pages shall be easily reproducible in black and white by standard photocopying machines.

6. Submittal Quantities

Proposers shall deliver to NDOT **one** original and **ten** copies of the SOQs. See Section 4.5 of the RFQ for additional requirements.

Table B-1: Specifications for SOQs

SOQ Section	Section Title and Required Information	RFQ Reference
Volume I	<p>Legal Information:</p> <ul style="list-style-type: none"> • Executive Summary; • Confidential Content Index; • Legal Qualifications and supporting documents; • Legal Structure; • <u>Form A</u>, Transmittal Letter (to be signed by the Official Representative of all Lead Equity Members of the Proposer's team); • <u>Form A-1</u>, SOQ Certification (to be signed by the Official Representative of each other Equity Member); and • Powers of Attorney (if applicable). 	5.1
App. I-A	<ul style="list-style-type: none"> • Form L-1, Proposer's Organization Information; • Form L-2, Certification / Questionnaire; • Conflict of Interest Statement; and • Executed teaming agreements or summaries of teaming agreement key terms. 	5.1
Volume II	<p>Financial Information:</p> <ul style="list-style-type: none"> • Surety Letters; • Financial Statements; • Credit Rating Information; and • Material Changes in Financial Condition. 	5.2
Volume III	<p>Technical Information:</p> <ul style="list-style-type: none"> • Proposer Team Experience and Past Performance: <ul style="list-style-type: none"> ○ Narrative of Relevant Experience; ○ Narrative of Project Descriptions; ○ Narrative of Management Structure; and ○ Proposed Organizational Charts. • Key Personnel: <ul style="list-style-type: none"> ○ Brief narrative of Key Personnel experience; and ○ Commitment Regarding Key Personnel. • DB Understanding and Approach: <ul style="list-style-type: none"> ○ Narrative of DB projects; and ○ Narrative of management and organizational approach. • Quality Management Approach: <ul style="list-style-type: none"> ○ Narrative of QA/QC experience during design activities; and ○ Narrative of QA/QC experience during construction activities. 	5.3

Table B-1: Specifications for SOQs

SOQ Section	Section Title and Required Information	RFQ Reference
App. III-A	<p>Supplemental Technical Forms:</p> <ul style="list-style-type: none"> • <u>Form PP-1</u>, Past Performance Awards; • <u>Form PP-2</u>, Environmental Past Performance, with copies of citations; • <u>Form E</u>, Project Contact Information; • <u>Form E-1</u>, Relevant Design Experience; • <u>Form E-2</u>, Relevant Construction Experience; • <u>Form F</u>, Proposed Key Personnel Information; and • <u>Form S</u>, Proposer Safety Questionnaire. 	5.3
App. III-B	<p>Résumés:</p> <ul style="list-style-type: none"> • Key Personnel Résumés. 	5.3.6

**APPENDIX C:
FORMS**

Appendix C – List of Forms

Form A	Transmittal Letter
Form A-1	SOQ Certification
Form E	Project Contact Information
Form E-1	Relevant Design Experience
Form E-2	Relevant Construction Experience
Form F	Proposed Key Personnel Information
Form L-1	Proposer's Organization Information
Form L-2	Certification / Questionnaire
Form PP-1	Past Performance Awards
Form PP-2	Environmental Past Performance
Form RFQ-C	Proposer's Clarification Request
Form S	Proposer Safety Questionnaire

Form A
TRANSMITTAL LETTER

PROPOSER: _____

SOQ Date: [Insert Date]

Nebraska Department of Transportation
Roadway Design Division
1500 HWY 2
Lincoln, NE 68509

Attn: Mr. Kyle Keller,

The undersigned (“Proposer”) is pleased to submit this Statement of Qualifications (this “SOQ”) in response to that certain Request for Qualifications dated as of September 9, 2017 (as amended, the “RFQ”), issued by the Nebraska Department of Transportation (“NDOT”) to design and construct the Scribner – West Point project.

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

Volume I: Legal Information

Volume II: Financial Information

Volume III: Technical Information

Proposer acknowledges receipt, understanding, and full consideration of all materials posted on NDOT’s website <http://dot.nebraska.gov> as set forth in Section 3.5 of the RFQ, and the following Addenda and sets of questions and answers to the RFQ:

[Proposer to list any addenda to this RFQ and sets of questions and answers by dates and numbers prior to executing Form A.]

Proposer represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ. Without limiting the foregoing, Proposer accepts and agrees to all the terms and conditions for protest set forth in Section 8 (Protest Procedures) of the RFQ, and specifically acknowledges NDOT’s reserved rights in Section 10 (NDOT Reserved Rights) of the RFQ.

Proposer understands that if it is selected the legal entity constituting the Design-Builder will enter into a single Contract encompassing all design and construction and other obligations.

Form A

TRANSMITTAL LETTER

Proposer understands that NDOT is not bound to shortlist any Proposer and may reject each SOQ NDOT may receive.

Proposer further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by the Proposer, except, to the extent of any payment made by NDOT following shortlisting determination, as described in Section 3.6 of the RFQ.

Proposer agrees that NDOT will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this SOQ.

This SOQ shall be governed by and construed in all respects according to the laws of the State of Nebraska.

Proposer's business address:

<hr/>			
(No.)	(Street)	(Floor or Suite)	
<hr/>			
(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following pages]

Form A

TRANSMITTAL LETTER

1. Sample signature block for corporation or limited liability company:

[Insert Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Proposer's name]

By: *[Insert general partner's or equity member's name]*

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or equity members as appropriate]

3. Sample signature block for attorney in fact:

[Insert Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

Form A-1
SOQ CERTIFICATION

[OFFICIAL LETTERHEAD OF ENTITY EXECUTING LETTER.]

[SOQ DATE]

Nebraska Department of Transportation
Roadway Design Division
1500 HWY 2
Lincoln, NE 68509

ATTN: Mr. Kyle Keller,

I, [NAME OF AUTHORIZED REPRESENTATIVE], am the [TITLE OF AUTHORIZED REPRESENTATIVE] of [NAME OF EQUITY MEMBER], which is a member of the [NAME OF PROPOSER] team.

I certify that:

1. I have read and understand the information contained in the Request for Qualifications issued by the Nebraska Department of Transportation for the Scribner - West Point Project and the attached statement of qualifications (SOQ) submitted by [NAME OF THE PROPOSER TEAM];
2. to the best of my knowledge and belief all information contained in the SOQ, and information submitted concurrently or in supplemental documents with the SOQ, is complete, current and true;

[DELETE THE THIRD BULLET, BELOW, ONLY IF THE ENTITY SIGNING THIS CERTIFICATION IS THE PROPOSER'S LEAD FIRM. OTHERWISE, DELETE THIS NOTE AND KEEP THE THIRD BULLET.]

3. all representations, statements, and commitments in the SOQ made by [NAME OF LEAD FIRM] on behalf of [NAME OF EQUITY MEMBER] have been authorized by, are correct, and accurately represent the role of [NAME OF EQUITY MEMBER] on the [NAME OF PROPOSER] team.

I acknowledge that any false, deceptive, or fraudulent statements in the SOQ can result in denial of shortlisting status and other consequences provided by law.

(Signature)

(Name Printed)

Form E

PROJECT CONTACT INFORMATION

Name of Proposer: _____

Provide the information requested below for each project listed in Forms E-1 and E-2.

Project Name	Proposer Team Members Participating on Project	Name of Project Owner	Name and Title of Owner's Contact Person	Contact Person's Address, Telephone Number and Email Address
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Form E-1 – RELEVANT DESIGN EXPERIENCE

Experience of the Lead Engineering Firm in the Design and Engineering of Reference Projects

Name of Proposer: _____

Name of Lead Engineering Firm: _____

PROJECT AND LOCATION (1), (2) & (3)	GENERAL PROJECT DESCRIPTION	PROJECT COST (4) & (5)	START/END DATES OF PROPOSER TEAM'S SERVICE	% OF WORK COMPLETED BY September 6, 2017	LEVEL OF COMPANY'S PARTICIPATION (6) & (7)	ROLE OF COMPANY FOR THE PROJECT
1.						
2.						
3.						

Notes:

- (1) A maximum of three projects may be included. In order for project experience cited in this Form E-1 to be considered responsive, list only projects for which the corporate entity (company, joint-venture, partnership or consortium) providing the engineering experience is the Proposer's Lead Engineering Firm itself, or a controlled subsidiary of said Lead Engineering Firm. If the latter is the case, so indicate. Project experience provided by a parent or sister company of the Lead Engineering Firm shall not be considered responsive to this RFQ.
- (2) Only list projects on which the Lead Engineering Firm worked within the past 10 years (measured from the date of issuance of this RFQ).
- (3) Only list projects where the Lead Engineering Firm held a minimum 30% of the ultimate responsibility for the design and engineering work. If the Lead Engineering Firm is a joint venture, only list projects from members of the joint venture that will perform at least 30% of the Lead Engineering Firm's potential design and engineering work for the Project.
- (4) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of September 6, 2017, including the benchmark on which the exchange rate is based.
- (5) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.
- (6) Show company's participation in terms of money and percentage of the design and engineering work for the listed project.
- (7) For projects/contracts listed for design firms that were traditional consultant/engineering services contracts (as opposed to, for example, design-build contracts), the information sought above shall be limited only to the consultant/engineering services contract, rather than any ensuing construction contract where such entity had limited or no involvement.

Form E-2 – RELEVANT CONSTRUCTION EXPERIENCE

Experience of the Lead Contractor in the Construction of Reference Projects

Name of Proposer: _____

Name of Lead Contractor: _____

PROJECT NAME AND LOCATION (1), (2) & (3)	GENERAL PROJECT DESCRIPTION	PROJECT COST (4) & (5)	START/END DATES OF PROPOSER TEAM'S SERVICE	% OF WORKS COMPLETED BY September 6, 2017	LEVEL OF COMPANY'S PARTICIPATION (6) & (7)	ROLE OF COMPANY FOR THE PROJECT
1.						
2.						
3.						

Notes:

- (1) A maximum of four projects may be included. In order for project experience cited in this Form E-2 to be considered responsive, list only projects for which the corporate entity (company, joint-venture, partnership or consortium) providing the construction experience is the Proposer's Lead Contractor itself, or a controlled subsidiary of said Lead Contractor. If the latter is the case, so indicate. Project experience provided by a parent or sister company of the Lead Contractor shall not be considered responsive to this RFQ.
- (2) Only list projects on which the Lead Contractor worked within the past 10 years.
- (3) Only list projects where the Lead Contractor held a minimum 30% of the ultimate responsibility for the construction work. If the Lead Contractor is a joint venture, only list projects from joint-venture members that will perform at least 30% of the Lead Contractor's potential construction work for the Project.
- (4) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of September 6, 2017, and identify the benchmark on which the exchange rate is based.
- (5) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.
- (6) Show company's participation in terms of money and percentage of the construction work for the listed project.
- (7) For projects/contracts listed for construction firms using the traditional design/bid/build delivery method, the information sought above shall be limited only to the construction contract, rather than any design contract where such entity had limited or no involvement.

Form F

PROPOSED KEY PERSONNEL INFORMATION

Name of Proposer: _____

Key Personnel Position	Name of Individual	Years of Relevant Experience ¹	Education and Registrations ²	Parent Firm Name	Reference Name, Title, Telephone Numbers & Email Address ³
Project Manager		____ years on transportation projects. ____ years managing the design and construction of expressway systems (____ years of design-build experience).			1. 2. 3.
Construction Manager		____ years on transportation projects. ____ years managing the construction of expressway systems (____ years of design-build experience).			1. 2. 3.
Design Manager		____ years on transportation projects. ____ years managing the design of major expressways expressway systems (____ years of design-build experience).			1. 2. 3.
Quality Manager		____ years on transportation projects. ____ years coordinating and managing quality programs on expressway projects (____ years of design-build experience).			1. 2. 3.

Form F

PROPOSED KEY PERSONNEL INFORMATION

Safety Manager		____ years on transportation projects. ____ years coordinating safety programs on expressway projects (____ years of design-build experience).			1. 2. 3.
ROW Acquisition Manager		____ years on transportation projects. ____ years coordinating ROW acquisitions and relocations for expressway projects (____ years of design-build experience).			1. 2. 3.
Utility Adjustment Coordinator		____ years on transportation projects. ____ years coordinating utility adjustments and relocations for expressway projects (____ years of design-build experience).			1. 2. 3.
Environmental Compliance Manager		____ years of environmental compliance experience on transportation projects (____ years of design-build experience). . ____ years of experience securing 404 and 408 permits.			1. 2. 3.
Hydraulic & Hydrology Lead		____ years on transportation projects (____ years of design-build experience). . ____ years of experience securing CLOMRs and LOMRs.			1. 2. 3.

¹ For each individual proposed, please enter the number of years of relevant experience in the blank spaces provided. In cases where the individual has no relevant experience, please enter "0" in the corresponding blank space.

² For each individual proposed, please indicate any degrees, professional licenses, registrations, and training relevant to the corresponding Key Personnel position.

³ Provide three references for each position identified on Form F.

Form L-1

PROPOSER'S ORGANIZATION INFORMATION

**PART 1
PROPOSER TEAM SUMMARY**

PROPOSER	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
EMAIL ADDRESS	

MAJOR EQUITY MEMBER(S) (<i>Duplicate for each Equity Member</i>)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
EMAIL ADDRESS	

MAJOR NON-EQUITY MEMBER (<i>Duplicate for each Major Non-Equity Member</i>)	
NAME OF FIRM	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
EMAIL ADDRESS	

Form L-1

PROPOSER'S ORGANIZATION INFORMATION

PART 2

TEAM MEMBER INFORMATION

Name of Proposer: _____

Name of Entity Completing Form L-1: _____

Entity's Role (check one box for entity completing Form L-1 as applicable):

- Proposer; Equity Member; Major Non-Equity Member; Guarantor; or
 Other (describe): _____

Year Established: _____ State of Organization: _____

Federal Tax ID No. (if applicable): _____ Telephone No.: _____

North American Industry Classification Code: _____

Name of Official Representative Executing Forms B-1 and B-2: _____

Individual's Title: _____

E-mail Address: _____

Type of Business Organization* (check one):

- Corporation
 Partnership
 Joint Venture
 Limited Liability Company
 Other (describe): _____

* If the entity completing this Form L-1 is a partnership or any other form of a joint venture, attach to this Form L-1 the executed teaming agreement. If an executed teaming agreement does not yet exist, attach a summary of the key terms of the anticipated agreement, including the percentages of ownership roles of the various parties and anticipated execution date.

A. Business Address: _____

Headquarters: _____

Office Performing Work: _____

B. Describe the role of the entity in the space below.

Form L-1

PROPOSER'S ORGANIZATION INFORMATION

- C. If the entity completing this Form L-1 is a joint venture or newly formed entity (formed within the past two years), complete a separate Form L-1 and Form L-2 for each member or partner of the entity and attach it to the SOQ. In addition, identify the name of such members or partners in the space below.

Name

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____ Print Name: _____
Title: _____ Date: _____

[Please make additional copies of this form as needed.]

Form L-2

CERTIFICATION / QUESTIONNAIRE

Name of Proposer:

Firm Name:

Complete for each Equity Member, Major Non-Equity Member and Guarantor:

1. Has the firm or any Affiliate¹, or the owners, officers, or managing employees of either the firm or any affiliate, ever failed to complete any work it agreed to perform, or had a contract terminated because it was in default? If yes, describe.

2. Has the firm or any Affiliate¹, or any director, officer, or employee of either the firm or any affiliate been indicted or convicted of bid or other contract-related crimes or violations (e.g., fraud, bribery, collusion, conspiracy, antitrust, etc.) or any felony or misdemeanor related to performance under a contract within the past five years (measured from the date of issuance of this RFQ)? If yes, describe.

3. Has the firm or any Affiliate¹ sought protection under any provision of any bankruptcy act or been subject to a receivership or involuntary bankruptcy proceeding within the last ten years measured from the date of issuance of this RFQ)? If yes, describe, and provide information concerning any work completed by a surety as a result of the bankruptcy or receivership.

4. Has the firm or any Affiliate¹ been debarred, disqualified, removed, or suspended from performing work for the federal government, any state or local government, or any foreign government within the last five years (measured from the date of issuance of this RFQ)? If yes, describe.

5. Has the firm or any Affiliate* been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity (including any foreign government) within the past ten years (measured from the date of issuance of this RFQ)? If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

¹ Note: "Affiliate" has the meaning set forth in Section 1.2 of the RFO.

Form L-2

CERTIFICATION / QUESTIONNAIRE

6. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any Affiliate¹, involved repeated or multiple failures to comply with safety laws, regulations, rules, or requirements (including those of a foreign government) within the past ten years (measured from the date of issuance of this RFQ)? If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers.

7. Has the firm or any Affiliate¹ been disqualified by an owner of a public works project for submitting a “nonresponsive” bid or proposal, or having been found “not responsible” within the last five years (measured from the date of issuance of this RFQ)? If yes, describe.

8. Has the firm or any Affiliate* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the Industrial Commission of Nebraska, 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 years (measured from the date of issuance of this RFQ) 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?

9. Have any adverse claims, disputes, or lawsuits between the owner of a public works project and the firm or any Affiliate¹, in which the claim, settlement, or judgment exceeds \$50,000, settled within the past five years (measured from the date of issuance of this RFQ)? If yes, describe. Provide any information concerning any work completed by a surety during the past five years.

10. Has the firm or any Affiliate¹ been convicted of violating a State or Federal law relating to the employment of undocumented aliens within the past five years (measured from the date of issuance of this RFQ)? If yes, describe.

11. List (on a separate page) up to five financial institutions with which the firm or any Affiliate¹ has done the most business within the past five years and identify the individual at each institution who was in charge of the firm’s accounts. Indicate the address, telephone number, and Email address of each individual.

Form L-2

CERTIFICATION / QUESTIONNAIRE

12. Has a surety firm completed performance of a contract on behalf of the firm or any Affiliate¹ or paid for completion of a contractor's performance because the firm or any affiliate was in default or terminated by the project owner within the last five years (measured from the date of issuance of this RFQ)? If yes, describe.

13. Has the firm or any Affiliate¹ been issued a citation by any governmental body for violation of any environmental law, regulation, or permit pertaining to performance of work on a transportation project within the last ten years (measured from the date of issuance of this RFQ)? If yes, describe in Form PP-2.

(Must be signed by an officer of the firm)

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

Firm: _____

By: _____

Title: _____

Form PP-1

PAST PERFORMANCE - AWARDS

Name of Proposer:

Firm Name:

Awards, Citations, and/or Commendations:

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

Form PP-2

ENVIRONMENTAL PAST PERFORMANCE

Name of Proposer:

Name of Firm:

Environmental Awards and/or Commendations:

Name of Award	Year Received	Project and Location	Work for Which Award Received

Environmental Citations:

Attach all listed citations to this Form.

Name of Citation	Year Received	Project and Location	Work for Which Citation Received

Form S

PROPOSER'S SAFETY QUESTIONNAIRE

Name of Proposer: _____

Firm Name: _____

Note: Safety Questionnaire shall be provided by each Equity Member and Major Non-Equity Member.

1. Provide the following information for the past three years:

Item	2014	2015	2016
Experience Modification Rate			
Lost Work Rate			
Employee hours worked (Do not include non-work time, even though paid)			
Number of lost workday cases			
Number of restricted workday cases			
Number of cases with medical attention only			
Number of fatalities			

2. Are internal accident reports and report summaries sent to management? To what levels and how often?

Position	No	Yes	Monthly	Quarterly	Annually

3. Do you hold site meetings for supervisors? Yes _____ No _____
- How Often? Weekly____ Biweekly____ Monthly____ Less often, as needed____

4. Do you conduct Project Safety Inspections? Yes _____ No _____
- By Whom? _____

How Often? Weekly____ Biweekly____ Monthly____

Form S

PROPOSER'S SAFETY QUESTIONNAIRE

5. Does the firm have a written Safety Program? Yes _____ No _____

6. Does the firm have an orientation program for new hires? Yes _____ No _____

If yes, what safety items are included? _____

7. Does the firm have a program for newly hired or promoted foremen?

Yes _____ No _____ If yes, does it include instruction of the following?

Topic	Yes	No
Safety Work Practices		
Safety Supervision		
On-site Meetings		
Emergency Procedures		
Accident Investigation		
Fire Protection and Prevention		
New Worker Orientation		

8. Does the firm hold safety meetings which extend to the laborer level?

Yes _____ No _____

How often? Daily ____ Weekly ____ Bi-Weekly ____ Less often, as needed ____

Form S

PROPOSER'S SAFETY QUESTIONNAIRE

9. (For Proposer only) Indicate the safety record on the last Project to which the indicated key personnel were assigned:

Key Person	Total Hours Worked by All Employees on Project	Number of Lost Workday Cases on Project	Number of Restricted Workday Cases on Project	Number of Cases with Medical Attention Only on Project	Number of Fatalities on Project
Project Manager					
Construction Manager					

10. Has OSHA cited and assessed penalties against your firm for any "serious," "willful," or "repeat" violations of its safety or health regulations in the past five years?

Yes _____ No _____

(If yes, attach a separate signed page describing the citations, including information about the dates of the citations, nature of the violation, the project on which the citation(s) was or were issued, and the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.)

11. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

Yes _____ No _____

(If yes, attach a separate signed page describing each citation.)

**ATTACHMENT 1:
NDOT CONFLICT OF INTEREST POLICY
FOR
SCRIBNER – WEST POINT PROJECT**

**NDOT Conflict of Interest Policy
For
Scribner – West Point Project**

Capitalized terms used in this NDOT Conflict of Interest Policy (this “Policy”), but not otherwise defined, in the RFQ, have the meanings ascribed in Section 2 below.

Without limiting the Proposers’ obligations, and NDOT’s rights, under Section 1.3.1 of the RFQ and Section 3.8 of this Policy, no Proposer may engage the Services (with respect to the Project), or include among the Proposer team, any Consultant that presents a Conflict of Interest.

1.0 Purpose

This Policy prescribes Conflict of Interest rules applicable to private entities, including Consultants and Proposers, participating or desiring to participate in NDOT's planning, procurement, design, and construction of the Project. A private entity's failure to comply with this Policy may result in potential liability to NDOT and the private entity's preclusion from participation in the Project. This Policy is intended to apply in the context of NDOT's development of the Project.

2.0 Definitions

Term	Definition
Affiliate	Means with respect to any Person: (a) any member, partner or joint venture of such Consultant; (b) any individual or entity that directly or indirectly controls, or is controlled by, or is under common control with, such Consultant or any of its members, partners or joint venturers; and (c) any other entity for which 20% or more of the equity interest in such other entity is held directly or indirectly, beneficially or of record by (i) such Consultant, (ii) any of such Consultant's members, partners or joint venturers or (iii) any Affiliate of such Consultant under clause (b) of this definition.
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 NDOT, or the person’s objectivity in performing the scope of the work for the Project is, or might be, otherwise impaired, or a person has an unfair competitive advantage. The following are non-exclusive examples of conflicts of interest: (a) a person is among the NDOT consultants (identified in Section 1.3.1 of the RFQ); (b) a person previously provided Services to NDOT with respect to the Project (whether as a direct or indirect Consultant to or an employee of NDOT); (c) a person who currently or previously provides/d services to NDOT is an equity owner, team member, direct or indirect Consultant of or to a Proposer for the Project; and

Term	Definition
	(d) a person who currently or previously provides/d services to NDOT is/ has a financial interest in any of the foregoing entities.
Consultant	Means any person or business entity, any individual employee of such entity, or any division and/or Affiliate of such entity previously or currently retained, or in the process of being retained, by NDOT to provide Services in connection with the Project, including subconsultants and individual employees of subconsultants.
NDOT	Means the Nebraska Department of Transportation.
Person	Individual person or entity
Project	Means the Scribner – West Point Project.
Proposer	Means any person or business entity, including joint ventures, partnerships, limited liability companies, corporations, consortiums, teams or other groups or organizations of individuals or entities, or the individuals and entities that make up such groups, that have submitted a statement of qualifications or proposal for work on the Project or are interested in submitting a statement of qualifications or proposal for work on the Project.
Services	Means, in the context of this Policy, consulting services related to the Project, which may include, but are not limited to, some or all of the following: planning services; procurement services; federal and state environmental services; financial advisory services; legal services; risk management analysis or services; insurance advice or services; traffic and revenue studies; program oversight; design and construction management services; design concept services; preliminary engineering services (including right-of-way, structures, survey and utility); and public and community outreach services.

3.0 Conflicts of Interest

3.1 Public Policy Purpose

This section prescribes NDOT's public policy guiding the Conflicts of Interest Policy relating to Consultants participating or desiring to participate in the planning, procurement, design, or construction of the Project. The Policy:

- a) Protects the integrity and fairness of the planning, procurement, design, or construction of the Project;
- b) Avoids circumstances where a Consultant or Proposer obtains, or appears to obtain, an unfair competitive advantage as a result of Services performed for NDOT by a Consultant or information obtained from NDOT by a Consultant;
- c) Provides guidance to Consultants and Proposers, or potential Consultants and Proposers, so they may assess, and make informed decisions concerning, their decision to provide Services on the Project or to submit or participate on a Proposer team submitting a statement of qualifications and/or proposal related to the design, or construction of the Project; and
- d) Protects NDOT's interests and confidential and sensitive Project-specific information.

3.2 Applicability

This Policy applies to Consultants who desire to participate in, have participated in or are participating in the performance of Services for NDOT related to the Project. This Policy may prohibit or restrict the ability of a Proposer to have a Consultant participate on a Proposer team as an equity owner or team member, act as a consultant or subconsultant to the Proposer, or have a financial interest in the Proposer or an equity owner or team member of a Proposer. This Policy relates solely to the Project and does not address NDOT's approach or policy(ies) with respect to conflicts of interest on other state transportation projects, if any.

3.3 Conflicts of Interest Disclosure

3.3.1 Obligation to Disclose

Consultants and Proposers participating in the Project shall arrange their affairs so as to reasonably prevent Conflicts of Interest. Any Consultant or Proposer having an actual or potential Conflict of Interest shall disclose the matter to NDOT in writing to the following individual:

**Nebraska Department of Transportation
Roadway Design Division
1500 HWY 2
Lincoln, NE 68509
Attention: Kyle Keller, Design-Build Engineer
Email: kyle.keller@nebraska.gov**

Disclosures will also be requested of Proposers as part of any request for qualifications and request for proposals relating to the design and construction of the Project.

A Consultant's and Proposer's Conflict of Interest disclosure obligation is ongoing. Consultants and Proposers shall undertake reasonable due diligence, including necessary conflict searches, to determine whether new actual or potential Conflicts of Interest arise. Due diligence should extend to investigation of past relationships and, if the Consultant being investigated is an entity, to officers or directors of the Consultant. If a Consultant or Proposer becomes aware of an actual or potential Conflict of Interest at any time during its participation in the Project, the Consultant or Proposer, as applicable, shall promptly disclose the matter to NDOT as described herein.

Proposers shall deliver all requests for waiver of an actual or potential Conflict of Interest to the Procurement Manager specified above.

3.3.2 Failure to Comply

In addition to, and without limiting NDOT's rights under Section 1.3.1, if a Consultant or Proposer fails to comply with this Policy (to include the submission and response process in Section 3.8 below), including failure to comply with any mitigation measures imposed under this Policy, or otherwise fails to disclose an actual or potential Conflict of Interest, NDOT may, in its sole discretion:

- a) Preclude and/or disqualify the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had affiliated, from participation in the planning, procurement, design, and/or construction of the Project, including any competitive process associated therewith;

- b) Require the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had Affiliated, to implement mitigation measures;
- c) Segregate or terminate the Consultant and its Affiliates, including any Proposer with whom the Consultant is or had Affiliated, from planning, procurement, design, and/or construction of the Project; and/or
- d) Pursue any and all other rights and remedies available at law, in equity or set forth in the RFQ or subsequent request for proposals, which rights and remedies shall include the right to seek any and all direct or indirect costs and damages resulting from the Consultant's or Proposer's failure to comply with this Policy, including, but not limited to, costs resulting from third-party challenges to the procurement or NDOT's re-procurement of the Project.

3.4 Period in Which a Conflict of Interest Applies

If the NDOT Director or designee determines that the performance of Services by a Consultant creates an actual or potential Conflict of Interest, the provisions in this Policy and any decisions made by NDOT related to such actual or potential Conflict of Interest (including prohibitions, mitigation measures, etc.) shall continue and apply for the duration of the planning, procurement, design, and construction of the Project, provided that the NDOT Director or designee may, on a case-by-case basis and in his or her sole discretion, modify the length of this time period in writing if he/she determines that the modification is in the best interests of NDOT and the Project.

3.5 Application to Consultant Employees and New Employers

If, in NDOT's determination, the performance of the Services described in this Policy raises a potential or actual Conflict of Interest for a Consultant, such Conflict of Interest shall apply individually to any employee of such Consultant that has participated in a material way in the performance of the Services on the Project. If such individual leaves the Consultant's employment, the potential or actual Conflict of Interest shall continue to apply to both the individual as well as the Consultant for the applicable period set forth in Section 3.4. If a Conflict of Interest applies to an individual, the Conflict of Interest and prohibition with respect to the individual will not apply to the individual's new place of employment (subject to the next sentence), unless the new employer is an Affiliate of the employee's previous employer. If the new employer is not an Affiliate of the previous employer and is otherwise eligible to perform Services for NDOT pursuant to this Policy and applicable law, the new employer will remain eligible despite the employment of the individual, but mitigation measures may be required of the new employer with respect to the employee.

3.6 Federal and State Requirements

3.6.1 Federal Laws

For federal-aid projects and in certain other circumstances, NDOT must comply with the Federal Highway Administration's organizational conflict of interest regulations found in 23 Code of Federal Regulations §636.116. NDOT reserves the right to cancel any contract without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of NDOT is, at any time while the contract or an extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Proposers' attention is directed to such federal and state laws and regulations. Nothing in this

Policy is intended to limit, modify, supersede or otherwise alter the effect of those laws and regulations, and NDOT will apply this Policy consistent with those laws and regulations.

3.6.2 Limitations on NDOT Consents and Approvals

To the extent that application of the federal and state laws and regulations described in Section 3.6.1 would preclude or limit participation by a Consultant or an individual with respect to the Project, then notwithstanding any other aspect of this Policy or any contrary decision by NDOT in response to an actual or potential Conflict of Interest under this Policy, such federal and state laws and regulations shall control and be determinative. Under no circumstances shall a decision, approval or consent by NDOT in response to a disclosure, request or actual or potential Conflict of Interest under this Policy be considered an opinion with respect to the applicability or effect of such federal and state laws or regulations, and Consultant shall bear all responsibility and liability for determining if a conflict under federal and/or state laws or regulations exists in relation to the Consultant's Services to NDOT or proposed work on the Project.

3.7 Reserved

3.8 Determination Regarding Provision of Services for the Project

3.8.1 Discretion of NDOT

Unless otherwise indicated in this Policy, all approvals, actions or discretion under this Policy and with respect to an actual or potential Conflict of Interest shall be within the sole discretion of NDOT.

3.8.2 Determination Process

In response to a disclosure under Section 3.3 above or information NDOT obtains independent of a Consultant or Proposer, and in response to requests for waiver, NDOT will conduct a review. NDOT Director or designee will determine whether a Consultant has an actual or potential Conflict of Interest that should prevent the Consultant from (i) being a Proposer, (ii) participating as an equity owner, team member, consultant or subconsultant of or to a Proposer for the Project, (iii) having a financial interest in any of the foregoing entities with respect to the Project or (iv) otherwise participating in the design and/or construction of the Project. NDOT will also analyze what actions may be appropriate to avoid, neutralize or mitigate any actual or potential Conflict of Interest.

The NDOT Director or designee retains the ultimate and sole discretion to act on behalf of NDOT hereunder and to determine on a case-by-case basis whether an actual or potential Conflict of Interest exists, whether to grant a waiver, and what actions may be appropriate to avoid, neutralize, or mitigate any actual or potential Conflict of Interest. Once the NDOT Director or designee makes this determination, NDOT will send the Consultant a written notice regarding the decision and, if participation is approved, whether the approval and participation is limited or subject to the Consultant meeting certain conditions.

3.8.3 Determination Factors

The NDOT Director or designee will consider some or all of the following factors when making the determination:

- a) Whether the Consultant will not, or in the case of the previous performance of Services did not, have access to or obtain knowledge of confidential or sensitive information, procedures, policies, decisions and processes that does or could provide an unfair competitive advantage with respect to the procurement, design, or construction of the Project;
- b) Whether the data and information provided to the Consultant in the performance of the Services is either not material to the procurement for the Project or is generally available on a timely basis to all Proposers;
- c) The type of Services at issue;
- d) The particular circumstances at issue, including the Consultant's ability to effectively implement the safeguards described in Section 3.8.4, including an ethical wall, or to otherwise mitigate the Conflict of Interest in a manner satisfactory to NDOT;
- e) The specialized expertise, if any, needed by NDOT and Proposers to implement the Project;
- f) The period of time between the previous work for NDOT and the potential Conflict of Interest situation;
- g) Whether the Consultant's work for NDOT has been completed or is ongoing;
- h) The potential impact on the procurement and implementation of the Project, including impacts on competition;
- i) Whether, with respect to a Consultant's prior environmental services related to the Project, if any, a record of decision or finding of no significant impact has been issued for the Project; and
- j) Any other factors or circumstances deemed relevant by NDOT.

3.8.4 Restrictions, Conditions and Exceptions

In order to address actual or potential Conflicts of Interest, the NDOT Director or designee as part of providing his or her consent to the participation of a Consultant may, in his or her sole discretion:

- a) Restrict the scope of Services the Consultant may be eligible to perform for NDOT or the Proposer team in order to further the intent and goals of this Policy; and
- b) Condition a consent, approval, determination or exception as the NDOT Director determines appropriate to further the intent and goals of this Policy, including by requiring the Consultant or Proposer to implement certain safeguards, including:
 - i) The execution of confidentiality agreements satisfactory to NDOT, which may, among other things, include the segregation and protection of information obtained as a result of the Consultant's prior or ongoing work for NDOT or from former or current NDOT employees; and/or
 - ii) The execution of ethical wall agreements satisfactory to NDOT, which (i) segregate certain personnel from participation in the Project, (ii) bar such personnel from communicating regarding the Project, the procurement or Services with any person working for or with the Consultant, and (iii) require implementation of procedures to prevent such personnel from accessing any

files and communications of the Consultant regarding the Project, the procurement or Services; and/or

- iii) The execution of agreements satisfactory to NDOT regarding the dissemination of work product and materials created as a result of the Consultant's prior or ongoing work for NDOT, including dissemination to NDOT and restrictions on dissemination by the Consultant to any Proposer team, including a team on which they intend to participate.

3.8.5 Withdrawal or Amendment of NDOT Consents and Approvals

NDOT shall not withdraw or amend a prior consent or approval granted to a Consultant under this Policy unless:

- a) The application of the federal and state laws and regulations described in Section 3.6 requires the consent or approval to be withdrawn or amended; or
- b) NDOT decides, in its sole discretion, to withdraw or amend the consent or approval based on factual circumstances that NDOT has been made aware of that were not disclosed when NDOT made its original decision, or factual circumstances that are new or have changed since NDOT made its original decision; or
- c) The Consultant or Proposer team fails to comply with any mitigation measures imposed under this Policy.

3.9 Procurement and Financial Services

Independent of the process described in Section 3.8, a Consultant actively engaged in performing procurement services or financial services with respect to the Project may not be a Proposer or participate as an equity owner, team member, consultant or subconsultant of or to a Proposer for the Project, or have a financial interest in any of the foregoing entities with respect to the Project.

3.10 Multiple Services

If a Consultant is providing more than one category or type of Services to NDOT for the Project (e.g., environmental services as well as procurement services) and there are differences in this Policy's considerations, standards, restrictions, limitations and outcomes applicable to those categories or types of Services, the standards, restrictions, limitations and outcomes applicable to a category that are more stringent will be applied (e.g., if a Consultant were only providing preliminary engineering services that have been completed, they may be approved to participate on a Proposer team, whereas, if they were also providing ongoing procurement services for the Project, they may not be approved to participate on a Proposer team).

3.11 Provisions are Nonexclusive

The provisions in this Policy do not address every situation that may arise in the context of NDOT's planning, procurement, design, or construction of the Project nor require a particular decision or determination by the NDOT Director or designee when faced with facts similar to those described in this Policy. In addition, at any time NDOT may impose additional policies, procedures and limits related to conflicts of interest or similar issues with respect to the Project or any other NDOT projects.