State of Nevada Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300 Carson City, NV 89701



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State of Nevada

**Purchasing Division** 

## **Request for Qualifications: 3159**

For

# COMMUNICATIONS SITE MAINTENANCE AND INSTALLATION

Release Date: January 21, 2015

Deadline for Submission and Opening Date and Time: February 24, 2015 @ 2:00 PM *Refer to Section 8, RFQ Timeline for the complete RFQ schedule* 

For additional information, please contact:

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Refer to Section 9 for instructions on submitting an RFQ Response

### **VENDOR INFORMATION SHEET FOR RFQ 3159**

#### Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and

C) Include this Vendor Information Sheet in Tab III of the Technical SOQ response.

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V1	Company Name			
V2	Street Address			
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V3	City, State, ZIP			
1	1			
V4		Telephone	Number	
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V6	Area Code:	Number:		Extension:
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	(	Contact Person for Question	s / Contract Neg	otiations,
		including address if different than above		
	Name:			
V7	Title:			
	Address:			
	Email Address:			
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1/0		Telephone Number f	For Contact Person	
V8	Area Code:	Number:		Extension:
V9		Facsimile Number f	or Contact Person	
	Area Code:	Number:		Extension:
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V10		ame of Individual Authorize		ganization
	Name: Title:			
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V11		ividual must be legally author	rized to bind the ve	ndor per NRS 333.337)
V I I	Signature:			Date:

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	ACRONYMS/DEFINITIONS

Vendors' exceptions and/or assumptions should be clearly stated in *Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ.* Vendors' cost exceptions and/or assumptions should be clearly stated in *Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFQ.* Exceptions and/or assumptions will be considered during the evaluation process; however, vendors must be specific. Nonspecific exceptions or assumptions may not be considered. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State per NRS 333.350(1).

Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to, NRS 281A and the Governor's Proclamation, which can be found on the Purchasing Division's website (<u>http://purchasing.state.nv.us</u>).

### **1. PROJECT OVERVIEW**

The State of Nevada, Purchasing Division, is seeking proposals from qualified vendors to provide communication site parts, installation and services to include emergency and general maintenance statewide on an as needed basis. Should a vendor propose on services that require a Nevada State Contractors' License (pursuant to NRS 624), a copy of that license <u>must</u> be included with the vendor's proposal.

The State may award one or more contracts in conjunction with this RFQ, as determined in the best interest of the State. It is the intention of the State to award contract(s) on a statewide basis; however, proposals may be considered regionally (northern, southern, rural). Vendor's proposal must identify the geographic region(s) in which services are being offered.

This contract(s) will be mandatory for state agencies located in geographic regions serviced by the contract. The Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau, and Political Subdivisions (i.e., cities, counties, school districts, etc.) may use the contract(s) resulting from this RFP; however, they are not required to do so.

The State Purchasing Division will administer contract(s) resulting from this RFQ. The resulting contract(s) will be for an initial contract term of four years, anticipated to begin May 1, 2015, subject to Board of Examiners Approval, if agreed upon by both parties and in the best interest of the State.

Any service contracts or service Master Service Agreements (MSA) awarded as a result of this RFQ are limited to the installation, replacement, service, maintenance and repair of state owned communication equipment, infrastructure and fixtures and such service contracts or MSAs will not be utilized for the generation of other revenue by the contractor, including but not limited to, the sale or leasing of space on any state owned communication towers or property by the contractor.

Pursuant to NRS 321.001 and 321.003, prior to the expansion of any facility, the managing agency must request the Division of State Lands negotiate and acquire, for the State of Nevada, any additional lands or interests in lands necessary for the expansion of the facility. Any improvements to the existing owned and/or controlled lands or interests in lands that necessitate the installation of new improvements or structures, including but not limited to buildings, towers, pads, etc., must be reviewed and approved in advance by the Division of State Lands and the appropriate certification be issued prior to construction or placement of the improvements. Any leases for the use of State owned lands or interests in lands will be negotiated and executed on behalf of the State of Nevada by the Registrar of the Division of State Lands.

### 1.1 GOALS AND OBJECTIVES

The applicable state agencies may require services to encompass maintenance of towers, antennas, transmission lines, AC/DC power systems, generator systems, fiber optics, two way radio systems and microwave systems. Note that parts may be optionally purchased through this contract; the State reserves the right to bid for parts separately or use existing contracts/agreements. Vendors should be prepared to move to required sites in excessive snow depths and extremely rough terrain 24 hours a day, seven days a week, all 365 days per year. The State has communication sites throughout Nevada; Beaver Dam, Utah; Lake Tahoe, California; and Alturas, California.

### 2. ACRONYMS/DEFINITIONS

For the purposes of this RFQ, the following acronyms/definitions will be used:

Acronym	Description	
ANSI	American National Standards Institute	
Assumption	An idea or belief that something will happen or occur without proof. An idea or belief taken for granted without proof of occurrence.	
ASTM American Society for Testing Materials		
Awarded VendorThe organization/individual that is awarded and has an approved con with the State of Nevada for the services identified in this RFQ.		
BICSI         Building Industry Consulting Service International		
BOE	State of Nevada Board of Examiners	
Communications Sites	Typically, but not limited to' an "unmanned" location that aggregates voice, video and data, for re-transmission or distribution on optical fiber, copper, microwave or RF to points at or beyond the local premises.	
Confidential Information		
Contract Approval DateThe date the State of Nevada Board of Examiners officially approves accepts all contract language, terms and conditions as negotiated between State and the successful vendor.		
Contract Award Date	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners.	
Contractor	The company or organization that has an approved contract with the State of Nevada for services identified in this RFQ. The contractor has full	

Acronym	Description	
	responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with the State relative to contract performance.	
Cross Reference	A reference from one document/section to another document/section containing related material.	
Customer	Department, Division or Agency of the State of Nevada.	
Db	Decibel	
Division/Agency	The Division/Agency requesting services as identified in this RFQ.	
DSRC	Dedicated Short Range Communications	
EIA	Electronics Industry Alliance	
Evaluation Committee	An independent committee comprised of a majority of State officers or employees established to evaluate and score RFQ responses pursuant to NRS 333.335.	
Exception	A formal objection taken to any statement/requirement identified within the RFQ.	
FCC	Federal Communications Commission	
Goods	The term "goods" as used in this RFQ has the meaning ascribed to it in NRS \$104.2105(1) and includes, without limitation, "supplies", "materials", "equipment", and "commodities", as those terms are used in NRS Chapter 333.	
HAR	Highway Advisory Radio	
Installations	Refers to installing any component that could be associated with a communications or sub system (Voice, Video and Data) whether it is microwave, two-way radio, computer network, or fiber optic data system. This may include but is not limited to: communication shelters, foundations, grounding systems, conduits, towers, antennas, radios, dispatch consoles, transmission lines, multiplexers, copper wiring, fiber cabling, AC & DC power systems, emergency generators, solar arrays or fuel systems. An example of an "installation" could be use of a tower contractor to install a new 12' microwave dish with radome and waveguide on an 80' tower.	
	Another example would be "Maintenance & replacement", and could consist of removal, replacement and disposal of an old dual 48 VDC battery plant consisting of fifty 400 lb. batteries and power distribution rack. Another	

Acronym	Description	
	possible example could be replacement of high performance microwave antenna Teglar covers and solar panels damaged by ice and winds; or, repair of cut fiber optic or copper cables.	
ITS	Intelligent Transportation System	
Key Personnel	Vendor staff responsible for oversight of work during the life of the project and for deliverables.	
LCB	Legislative Counsel Bureau	
LOI	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.	
May	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the RFQ responses without the information.	
МРН	Miles per hour	
Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.	
NAC	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: <u>www.leg.state.nv.us.</u>	
NOA	Notice of Award – formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.	
NRS	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: <u>www.leg.state.nv.us</u> .	
OEM	Original Equipment Manufacturing	
OSHA	Occupational Safety and Health Administration	
Pacific Time (PT)	Unless otherwise stated, all references to time in this RFQ and any subsequent contract are understood to be Pacific Time.	
Proprietary Information	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).	
Public Record	All books and public records of a governmental entity, the contents of which	

Acronym	Description	
	are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).	
Redacted	The process of removing confidential or proprietary information from a document prior to release of information to others.	
RFQ	Request for Qualification - a written statement which sets forth the requirements and qualifications of a contract to be awarded by competitive selection.	
RFQ Response	Vendor's response to all requirements as stated within the RFQ.	
RWIS	Roadside Weather Information System	
Shall	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.	
Should	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the RFQ response without the information.	
SOQ	Statement of Qualifications.	
State	The State of Nevada and any agency identified herein.	
SubcontractorThird party, not directly employed by the contractor, who will pro- services identified in this RFQ. This does not include third parties provide support or incidental services to the contractor.		
TIA	Telecommunications Industry Association	
Trade Secret	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.	
User	Department, Division, Agency or County of the State of Nevada.	
Vendor	Organization/individual submitting a response to this RFQ.	

Acronym	Description	
VSWR	Voltage Standing Wave Radio	
Will	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of an RFQ response as non-responsive.	

### 2.1 STATE OBSERVED HOLIDAYS

The State observes the holidays noted in the following table. When January 1<sup>st</sup>, July 4<sup>th</sup>, November 11<sup>th</sup> or December 25<sup>th</sup> falls on Saturday, the preceding Friday is observed as the legal holiday. If these days fall on Sunday, the following Monday is the observed holiday.

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	Friday following the Fourth Thursday in November
Christmas Day	December 25

### 3. **REQUEST FOR QUALIFICATIONS**

### 3.1 **RFQ PROCESS**

The process by which RFQ Responses will be considered for award under this RFQ consists of two (2) distinct stages.

3.1.1 First Stage

The first stage is a determination of whether or not the vendor qualifies under the set of General Minimum Qualifications (*refer to Section 3.2*). If a vendor is determined to not meet any one of the General Minimum Qualifications, the RFQ response in its entirety will not be considered for award.

3.1.2 Second Stage

If the vendor meets all of the General Minimum Qualifications, the SOQ will be evaluated to determine if it meets the Technical Minimum Qualifications (*refer to Section 3.3*). RFQ responses that do not contain the required information will not be considered for award. Each RFQ response will be reviewed independently in the Technical Minimum Qualification section.

### 3.2 GENERAL MINIMUM QUALIFICATIONS

Vendors must indicate their ability to be able to provide the following minimum qualifications:

- 3.2.1 Emergency maintenance 365 x 24 x 7 days a year.
- 3.2.2 Repair maintenance Priorities levels 1 3 responses.

3.2.2.1	Priority 1 – ASAP
3.2.2.2	Priority 2 – 5 Days
3.2.2.3	Priority 3 – 10 Days

Vendors must indicate compliance to the above services or specify the compliance issues.

- 3.2.3 Location of Work:
  - 3.2.3.1 Vendors are required to service communications and ITS sites primarily within the State of Nevada, and, on occasion on the States periphery. See *Attachment L, NDOT Map*, for the site map. Vendors must list the geographical areas or list Statewide in their proposal.
- 3.2.4 Vendors must provide a copy of any contractors licensing that pertains to this RFQ.
- 3.2.5 Vendors shall identify equipment available to them in order to perform services, i.e. heavy equipment, snow cats, helicopters, etc.
- 3.2.6 Vendor Supplied Material:
  - 3.2.6.1 The Vendor will be required to furnish and transport material and hardware where requested from the point of origin to the work site.
- 3.2.7 State Supplied Material:
  - 3.2.7.1 The Vendor may be required to handle and transport the materials from the point of origin to the work site.
- 3.2.8 Work Performance:
  - 3.2.8.1 Work may be performed either on a time and material basis or project basis determined by the requesting agency.
- 3.2.9 Standards:
  - 3.2.9.1 Work will be performed in accordance with industry standards and best practices and procedures for public safety and the carrier grade

communications infrastructure, and any appropriate codes and regulations.

- 3.2.10 Standards, Methods, and Requirements:
  - 3.2.10.1 Refer to the attached related sections governing specific methods, practices and requirements in *Attachment J, NDOT General Requirements.*
  - 3.2.10.2 For ITS structure projects related to traveler information structures (DMS, traffic signals, etc.) a detailed statement of work, plans and requirements will be provided by the State as part of the project that the selected Vendor must adhere to for installation.
  - 3.2.10.3 For ITS communication projected related to fiber optic backhaul communications, the Vendor shall adhere to the specific methods, practices, and requirements identified in *Attachment K, ITS Qualifications for ITS Related Projects.*

#### 3.2.11 Warranty

3.2.11.1 Warranty Period

Workmanship and material supplied by the Vendor shall be covered by a warranty of 5 years or more.

3.2.11.2 Warranty method of remedy

Vendor will remedy defects related to installation workmanship at the Vendor's expense.

3.2.11.3 Response times to warranty requests

The Vendor will be required to adhere to the timeframes outlined in this RFQ for warranty repair timeframe requirements and guidelines.

- 3.2.12 Safety
  - 3.2.12.1 The Vendor is required to perform the work in a safe manner.
  - 3.2.12.2 Vendors must conform to applicable OSHA, State, and Local safety standards and practices as required.
  - 3.2.12.3 The Vendor shall not perform work tasks in unsafe conditions such as high wind or lightning conditions.
- 3.2.13 Scheduling

### 3.2.13.1 Availability

- A. The Vendor shall make reasonable provisions to be available for work when requested by agencies.
- B. Should the Vendor anticipate an unavailability period of three (3) weeks or more during an extended project, said Vendor is required to notify the serviced agency.
- C. The Vendor(s) selected to provide services under this RFQ and subsequent contract shall be required to provide a list of employee contacts, with phone numbers, who are available on a 24/7 basis. This is a requirement for emergency services.

### 3.2.13.2 Response Times

### A. Repair maintenance

- 1. Vendor must be available within two (2) weeks of notification by the requesting agency. At that time the Vendor is expected to determine the work project requirements and develop a work completion schedule.
- 2. The Vendor may be required to start work no later than three (3) weeks after the initial notification by the requesting agency, or once the materials become available.
- 3. The Vendor will make a reasonable effort to procure Vendor supplied materials so that the work can start within the required time frames.
- 4. Emergency work is required to be performed in a short time frame to ensure that the public safety and the carrier grade communications system remains intact.
- 5. The Vendor or a designated alternate must be available for contact on a 24/7 basis. Vendor is to respond and be available for mobilization the next day. If the Vendor is out of the general area of the work, or out of the normal home station area, the VENDOR must provide an estimated response time.
- 6. The Vendor should procure Vendor supplied material required to respond in an emergency situation on an ASAP basis.
- 7. The Vendor may be required to temporarily terminate nonemergency work for other non-public safety organizations and mobilize for emergency work requested by State agencies. The Vendor understands that emergency work

requested by EITS and NDOT should take precedence over other agencies.

- 3.2.13.3 Weather Constraints
  - A. The servicing Vendor will make provision to have a four (4) wheel drive transport available. The Vendor shall have chains and accessory equipment for operation in winter weather and inclement road conditions. The serviced agency will not be required to furnish 4 wheel drive transportation, except in extreme emergency conditions.
  - B. When appropriate, the requesting agency may transport Vendor personnel and equipment for requesting agency required services, when snow cat access is required. The Vendor may also be required to provide snow cat services. Generally snow cat access conditions will be defined as when more than eight (8) inches of compacted snow is on the roadway, or when snow accumulations and steepness of grade make normal four (4) wheel drive access impractical. Requesting agency at its option, may elect to plow open the roadway to permit normal four (4) wheel drive vehicle access to the work area.
  - C. The Vendor may be required to perform work in inclement weather. The Vendor is required to make reasonable efforts to perform the work as long as conditions permit safe execution of the work. The serviced agency may allow for reasonable schedule changes relating to repair maintenance work to facilitate safe, reasonable and efficient working conditions.

### 3.3 TECHNICAL MINIMUM QUALIFICATIONS

It is *mandatory* that each component listed below in the Technical Minimum Qualifications be addressed. Failure to address each component will result in disqualification of the RFQ response.

Vendors proposing to receive an award through this RFQ must provide a detailed description of their SOQ, which must include, at a minimum, the following information.

- 3.3.1 The State request Vendors to specify the types of communication and Intelligent Transportation Systems (ITS) site services they provide and the associated manufacturers they are certified with. Equipment that the State may require installation emergency, and preventive maintenance on, are:
  - 3.3.1.1 AC/DC Power Lines/Systems;
  - 3.3.1.2 Antennas;
  - 3.3.1.3 Cellular Ethernet gateways systems;

- 3.3.1.4 CCTV camera systems;
- 3.3.1.5 Dedicated Short Range Communications (DSRC) systems;
- 3.3.1.6 Ethernet Switches;
- 3.3.1.7 Fiber Optic Systems;
- 3.3.1.8 Generator Systems;
- 3.3.1.9 Highway Advisory Radio (HAR) systems;
- 3.3.1.10 Message signs/ sign controllers;
- 3.3.1.11 Microwave Antennas;
- 3.3.1.12 Microwave Systems;
- 3.3.1.13 Roadside Weather Information Systems (RWIS);
- 3.3.1.14 Towers;
- 3.3.1.15 Traffic signals/ signal controllers;
- 3.3.1.16 Communications and transmission lines;
- 3.3.1.17 Two-way Radio Systems;
- 3.3.1.18 Vehicle flow detector systems; and
- 3.3.1.19 Other associated communications and ITS related equipment or systems.
- 3.3.2 The State is soliciting for Vendors to provide the following types if communication and ITS site services and installation. Vendors must indicate which services and installation the Vendor can provide.
  - 3.3.2.1 Agency coordination for site inspections;
  - 3.3.2.2 Emergency maintenance;
  - 3.3.2.3 Environmental compliance and remediation All site activities must be in compliance with stipulations issued by permitting agencies;
  - 3.3.2.4 Equipment information recommendations to include specifications, warranty information and ongoing maintenance costs;
  - 3.3.2.5 Equipment installations note that for installation of towers which the project cost is \$100,000.00 or more, the Vendor must pay prevailing wage pursuant to the requirements of NRS 338;
  - 3.3.2.6 Equipment testing;
  - 3.3.2.7 Evaluations;
  - 3.3.2.8 ITS, TIA, EIA, BICSI standards development and enforcement;
  - 3.3.2.9 FCC compliance;
  - 3.3.2.10 Land use issues All land uses must be in compliance with stipulations issued by permitting agencies;
  - 3.3.2.11 Logical and physical infrastructure documentation;

- 3.3.2.12 Network deployment projects;
- 3.3.2.13 Network expansion projects;
- 3.3.2.14 Other maintenance general (on demand) or cyclical (as requested);
- 3.3.2.15 Project quotes;
- 3.3.2.16 Records maintenance of licenses and applicable permits;
- 3.3.2.17 Rack elevations and diagramming;
- 3.3.2.18 Repair maintenance;
- 3.3.2.19 Right-of-way permits;
- 3.3.2.20 Signal quality and data throughput expectation reports;
- 3.3.2.21 Site documentation;
- 3.3.2.22 Site improvement planning;
- 3.3.2.23 Site inspections;
- 3.3.2.24 Site installations;
- 3.3.2.25 Site surveys this may include signal quality, data throughput expectation reports, photographs, blueprints coverage models and maps;
- 3.3.2.26 System integration;
- 3.3.2.27 System performance validation and verification;
- 3.3.2.28 System troubleshooting; and
- 3.3.2.29 Other communications and ITS related site services.
- 3.3.3 Proposers should be able to provide services on the listed manufacturers. Proposers must indicate the equipment that the Vendor is certified and experienced on. The State has equipment supplied by the manufacturers listed below:
  - Alcatel / Telmar;
  - Allgon Microwave;
  - Andrew Corporation;
  - Arada Systems;
  - Aruba;
  - Avaya;

- Axis;
- Cambium Networks;
- Campbell Scientific;
- Cisco;
- Cohda Wireless;
- Cohu;
- Comtrol;
- CoreTec;
- Cradlepoint;
- Daktronics;
- Digi;
- Emerson Network Power;
- Firetide;
- FLIR;
- Harris Stratex / Aviat Networks;
- Kimley Horn and Associates;
- Lucent Technologies;
- MH Corbin;
- Microsemi;
- Motorola;
- Moxa;
- MTS;
- Orthagon;
- Premisys IMACS;
- Proxicast;
- RAD;
- Rohn;
- Rugged Com;
- Siemens;
- Sierra Wireless;
- Siteboss;
- Skyline;
- Teleste;
- Transcore;
- Trango Systems;
- Tsunami;
- Vaisala;
- Valmont/Microflect;
- Wavetronix; and
- Other microwave, Public Safety and ITS equipment Vendors.
- 3.3.4 Antenna, Equipment Structures and Tower Maintenance

The work may include any of the tasks generally described below:

- 3.3.4.1 Install, remove, or move various types of communications antennas, equipment structures and / or associated mounting and stabilization hardware;
- 3.3.4.2 Install, remove, or move communications and transmission lines or associated mounting and support hardware;
- 3.3.4.3 Replace or repair various types of antennas, including microwave antenna radomes, feedhorns and / or associated antenna hardware;
- 3.3.4.4 Align microwave dish antennas; and
- 3.3.4.5 Perform tower structure maintenance including:
  - A. Tightening tower, antenna, or transmission line support hardware.
  - B. Replacing tower, antenna or transmission line attachment hardware.
  - C. Other work not identified above.
- 3.3.5 Tower and Support Structure Installation and Maintenance Requirements and Standards
  - 3.3.5.1 Requirements
    - A. Tower components, antenna, ITS structures, mounting structures, transmission line support structures, and related hardware are to be OEM, matching the installed equipment base at the site. Preferred OEM suppliers are Andrew Corp, Valmont/Microflect, Rohn, or MTS. Other manufacturer's equipment or hardware may not be substituted without prior authorization by requesting agency.
    - B. Vendor may be required to furnish material, not supplied by requesting agency. Requesting agency will direct the Vendor to supply material if required.
    - C. Vendor will install tower components, transmission line support structures, related equipment, and hardware, in accordance with manufacturer's recommendations.
    - D. Vendor will adhere to applicable OSHA, State, or local safety standards or procedures.
  - 3.3.5.2 Standards

- A. ASTM A325" Standard Specification for High Strength Bolts for Structural Steel Joints, Including Suitable Nuts and Plain Hardened Washers".
- B. ANSI A14.3 "Safety Requirements for Fixed Ladders".

### 3.3.5.3 Quality Control

- A. Installer Qualifications: Installers must have three (3) or more years of experience installing towers, antenna support structures, ITS structures, transmission line support structures, and related hardware and components in public safety and carrier grade communications systems. This must include one (1) or more years of experience installing these components on high altitude mountaintop communications sites of 7000 ft. ASL altitude or more.
- B. Foreman or Supervisor Qualifications: Each tower crew must have a designated on site foreman or supervisor. The foreman or supervisor must have five (5) or more years of experience installing towers, antenna support structures, ITS structures transmission line support structures, and related hardware and components in public safety and the carrier grade communications systems. This must include three (3) or more years of experience installing high altitude mountaintop communications sites of 7000 ft. ASL altitude or more.
- C. The Vendor's foreman or supervisor (hereafter called supervisor) shall directly oversee all work performed by the Vendor's work crew.
- D. In addition to the installer, supervisor and foreman qualifications previously listed in this document refer to the attached sections governing ITS qualifications for ITS related projects. (See *Attachment K*).
- 3.3.5.4 Structural Requirements
  - A. Loading requirements
    - 1. A minimum basic wind speed of 100 Miles Per Hour (MPH) and a minimum ice load of 6" solid radial ice with attendant 85 MPH wind speed shall be used when determining requirements for towers and structures at elevations over 6000' AMSL.

- 2. A minimum basic wind speed of 70 MPH and a minimum ice load of 1/2" solid radial ice with attendant 60 MPH wind speed shall be used when determining requirements for towers and structures at elevations below 6000' AMSL.
- 3. Loading requires analysis and approval by Nevada licensed structural engineer.

### 3.3.5.5 Execution

### A. Analysis

- 1. Verify that requesting agency supplied parts or components meet the above criteria. Notify requesting agency if component or part changes are required.
- 2. Select parts or components that will maintain long term performance in the application and will meet the loading criteria.

### 3.3.5.6 Examination and Inspection

- A. Before proceeding with work, verify that components and parts are correct, will fit, and will perform in the application. It is the Vendor's responsibility to perform this function and to notify requesting agency if discrepancies exist.
- B. Perform an inspection of tower or structure components adjacent to the maintenance or installation activity. Check for bolt tightness, wear, cracks, damaged galvanized surfaces, and other defects that would affect the integrity or operation of the tower system.

### 3.3.5.7 Sequencing

- A. Do not remove tower members in a sequence that may endanger the structural integrity of the tower or structure. If necessary ensure that proper supplemental bracing is applied to permit safe maintenance or operation of the structure or tower.
- B. Allow sufficient time to complete the phased replacement of structural members so that the tower or structure will maintain full integrity and performance until the project can resume.
- 3.3.5.8 Removal and Replacement of Welded Members
  - A. Do not use thermal cutting or welding during structural member replacement unless approved by the OEM and requesting agency.

#### 3.3.5.9 Field Connections and Splices

- A. Make connections as indicated in manufacturer's instructions or installation drawings. For high stress or primary structural members make connections where practical in locations where vertical or lateral support exists. Use splice devices or splice plates that provide 1.5 times the strength of the spliced material.
- B. Install and tighten fasteners per manufacturer's instructions. If bolt torque specifications are not specified, use standard torque values for the type and size of fastener being applied.
- C. For structural components, use bolts conforming to ASTM A325 unless OEM specifications require other bolt specifications.
- 3.3.5.10 Corrosion Resistant Coatings
  - A. Touchup Galvanized Surfaces: Immediately after erection, clean abraded areas and apply galvanizing repair paint according to ASTM A780.
  - B. Dry film thickness of spray on galvanizing coatings is 3 6 mils.
  - C. Do not use non galvanizing paint unless approved by requesting agency.
- 3.3.6 Towers, ITS Structures and Antenna Grounding Requirements and Standards

### 3.3.6.1 Requirements

- A. Grounding of antennas, ITS structures and transmission line is required on requesting agency communications sites.
- B. Use ground kits or material specifically suited for grounding the specific type of transmission line in use. Use ground kits that allow for moisture sealing of the transmission line clamp attachment point.
- C. Utilize compression type ground clamps on the transmission line that will not distort the transmission line or cause it to kink.
- D. Ground conductors for transmission line shall be stranded, #6 or greater wire size, or the equivalent flat braided conductor.
- E. Ground new building entrance outside buss bars to the site integrated ground system using 4 inch flat ribbon as directed.
- F. Use 316 stainless steel, copper, or bronze fasteners throughout. Use appropriate washers and locking hardware. Use

hardware that is of a compatible material with the other ground system components in contact.

- 3.3.6.2 Execution
  - A. Preparation
    - 1. Clean all connection points of corrosion or paint before connection.
  - B. Conductor Installation
    - 1. Roll conductors out evenly. Avoid kinking, unnecessary bending, folding, and looping.
    - 2. Splice or terminate conductors using exothermic crimping, or crimp and solder techniques. Use correct size connectors or terminations. Inline splices or crimp on terminations must be permanently sealed from moisture incursion.

### 3.3.6.3 Buss Bar Installation

- A. If buss bar installation is required use requesting agency specified insulated copper ground buss bar assemblies.
- B. Install building entrance buss bar assemblies where required. Install buss bar under the building transmission line entrance location.
- C. Allow 4-6 inches of work space between the lowest transmission line run and the buss bar.
- D. Use fasteners suitable for mounting the buss bar assembly. On steel plate shielded buildings use carbide drills to remove the exterior Granex panel to a diameter 1.5 times the bolt diameter. Drill and tap the subsurface steel plate to accommodate 3/8" NC mounting bolts. Seal all mounting bolt holes with RTV to prevent moisture incursion.

#### 3.3.6.4 Transmission Line Grounding

- A. Ground communications and transmission lines at two or three locations:
  - 1. At the top of the vertical run 12" 18" below the bend to the horizontal run to the antenna connector.
  - 2. Where a ground buss bar exists, at the bottom of the vertical run.

- 3. 12" 18" above the bend to the horizontal run under the ice bridge.
- 4. Just outside the building entrance at the ground buss.
- B. The transmission line ground clamp and strap, at the bottom of the vertical run, are to be installed in such a manner that they make a connection to an insulated buss bar with a continuous electrical conductor to the station ground grid.
- C. Ground connections shall have the least amount of small radius bending as is practical.
  - 1. Should a bend be necessary in a grounding conductor, its radius of bend is to be as large as possible (3" minimum) to reduce the impedance of the bend to lightning current.
  - 2. Do not coil or overlap ground conductors. Cut and reterminate excessive length conductors.
- D. The tower members and legs may be utilized to make the top grounding connection. The grounding conductor shall comply with the three (3) inch radius of bend rule.
- 3.3.7 Antenna, Communications, Transmission Line Installation and Maintenance Requirements and Standards
  - 3.3.7.1 Requirements
    - A. Antennas, communications and transmission lines, support structures, hangers, strut assemblies and related hardware are to be OEM, matching the installed equipment base at the site.
    - B. OEM suppliers are Andrew Corp, Valmont / Microflect, Rohn, or MTS. Other manufacturer's equipment or hardware may not be substituted without prior authorization by the requesting agency.
    - C. Vendor may be required to furnish material, not supplied by requesting agency. Requesting agency will direct the Vendor to supply material if required.
    - D. Vendor will install communications and transmission lines, support structures and supports in accordance with manufacturer's recommendations.
    - E. Loading requirements for determining application and selection of components and hardware shall use the following wind loading criteria:

- 1. A minimum basic wind speed of 100 MPH and a minimum ice load of six (6) inches solid radial ice with attendant 85 MPH wind speed shall be used when determining requirements for towers and structures at elevations over 6000' AMSL.
- 2. A minimum basic wind speed of 70 MPH and a minimum ice load of 1/2" solid radial ice with attendant 60 MPH wind speed shall be used when determining requirements for towers and structures at elevations below 6000' AMSL.
- 3. Loading requires analysis and approval by a Nevada licensed structural engineer.
- 4. ITS structures shall adhere to the loading requirements as identified in the individual project scope of work, plans and requirements. If no requirements are listed, the requirements listed in this section shall be utilized.
- F. All metal materials shall be either hot dip galvanized steel, 316 stainless steel, aluminum, bronze or copper. Anodized, painted, or bare steel is not acceptable for tower components or transmission line support structures or assemblies.
- G. Mating or paired hardware and material shall be compatible. Use fastening hardware that is designed for proper clearances to accommodate the galvanizing thickness of the mating hardware. Anti-seizing compound is required on all stainless steel fasteners used in primary support structures or on 3/8" or larger diameter bolt threads.

### 3.3.7.2 Quality Control

A. Installer Qualifications: Installers must have three (3) or more years of experience installing microwave antennas, ITS systems, transmission lines and related hardware used in public safety and carrier grade communications systems. This must include one (1) or more years of experience installing these components on high altitude mountain top communication sites of 7000 ft. ASL altitude or more.

- B. Foreman or Supervisor Qualifications: Each tower crew must have a designated on site foreman or supervisor. This person must have five (5) or more years of experience installing microwave antennas, ITS systems, transmission lines and related hardware in public safety and carrier grade communication systems. This must include three (3) or more years of experience installing these components on high altitude mountain top communication sites of 7000 ft. ASL altitude or more.
- C. The Vendor's foreman or supervisor shall directly oversee all work performed by the Vendor's work crew.
- D. In addition to the installer, supervisor and foreman qualifications previously listed in this section refer to *Attachment J*.

#### 3.3.7.3 Quality Assurance

- A. Install or repair pursuant to the following:
  - 1. Manufacturer's directions, specifications and drawings.
  - 2. Industry accepted best practices for high reliability public safety and the carrier grade communications infrastructure.
  - 3. Follow requesting agency installed equipment base methodology where options exist concerning hardware or equipment selection and application.
  - 4. Consult the requesting agency project manager for clarification of procedure or design issues.
  - 5. For ITS communications projects related to fiber optic back haul communications, the Vendor shall adhere to the specific methods, practices, and requirements identified in *Attachment K, ITS Qualifications for ITS Related Projects.*
- 3.3.7.4 Delivery, Storage and Handling
  - A. Deliver all materials to site at such intervals to ensure that there is an uninterrupted progress of work.
  - B. Store materials to permit easy access for inspection and identification. When you are storing materials, keep material off moist ground using pallets, platforms or other supports. Store material where it is not subject to theft or abuse.

- C. Do not store materials on a tower or structure in a manner that might cause distortion or damage. Repair or replace damaged materials or structures as directed.
- D. Store fasteners in a protected place. Clean and re-lubricate bolts and nuts that become dry or rusty before use.
- E. Store, transport and handle antennas, communications, and transmission lines so that they are not damaged or degraded. These devices are subject to degradation due to mechanical distortion.

#### 3.3.8 Antennas and Hardware

### 3.3.8.1 Waveguide/ Transmission Line Supports

- A. Waveguide supports will utilize elastic rubberized cushion hangars.
- B. Coaxial transmission line supports may use either rubberized cushion supports, or pre-formed multiple run composite plastic block hangers. Stainless steel snap in hangers are acceptable only at the top most portion of the transmission line runs from the ladder to the antenna. Hanger selection will vary on application. Consult the requesting agency project manager for acceptance if using support systems other than that similar to the installed base at the communications site.
- C. Transmission line support bridge structure will be similar to Valmont B501 series solid steel 12 inch wide bridge with four (4) inch diameter concrete anchored galvanized steel stanchions.
- 3.3.8.2 Antenna Mounts and Transmission Line Hardware
  - A. Tower antenna mounts and transmission line that support hardware are to be manufactured by Valmont / Microflect unless the proper mounts or hardware are not reasonably available by this manufacturer for the specific tower, structure, or antenna. Requesting agency must approve substitutions.
- 3.3.8.3 Corrosion Resistant Coatings
  - A. High-zinc-dust-content paint for re-galvanizing welds and repair painting galvanized steel, with dry film containing not less than 93 percent zinc dust by weight, and complying with DOD-P-21035A or SSPC-Paint 20.

B. The dry film thickness of spray on galvanizing coatings is three (3) – six (6) mils.

#### 3.3.8.4 Examination

- A. Before installing transmission lines and antenna, verify antenna direction and elevation.
- B. Do not proceed with installation until unsatisfactory conditions have been corrected.
- C. Inspect antennas, communications, transmission lines and related components for damage or mechanical distortion prior to installation. Report any damage to requesting agency immediately.

#### 3.3.8.5 Preparation

- A. Provide temporary supports during installation to secure the transmission line against temporary construction loads and permit loads equal in intensity only up to normal design loads.
- B. Remove temporary supports only when permanent support systems are in place unless otherwise directed.
- 3.3.9 Antennas, Communications, and Transmission Lines
  - 3.3.9.1 Install antennas, communications and transmission lines in accordance with manufacturer's instructions. Install antenna mounting brackets and transmission line supports as indicated on manufacturer's drawings.
  - 3.3.9.2 Support communications and transmission lines with hangers at intervals not exceeding the transmission line manufacturer's recommendations. In any case spacing may not be greater than three feet. Utilize transmission line ladders where practical for vertical runs on the tower.
  - 3.3.9.3 Run communications, transmission lines, and waveguide in straight lines where possible. Straighten minor undulations in transmission line runs.
  - 3.3.9.4 Group multiple communications and transmission line runs so that individual lines can exit the group without twisting around the other lines or displacing other lines within the group.
  - 3.3.9.5 Run and attach lines under tower members so maintenance personnel can stand on the tower members and not crush or damage the communications and transmission lines. Route communications and transmission lines so that they are shielded by tower members

from falling ice. Install shielding hardware and extra support members where reasonable and necessary to protect the transmission line from damage.

- 3.3.9.6 Run communications and transmission lines so that they are well clear of climbing ladders and normal pathways that maintenance personnel would use when climbing on the tower or structure. Use practices that promote neat, orderly routing of the communications and transmission lines and promote a safe working environment for tower maintenance personnel.
- 3.3.9.7 Bends in communications and transmission lines shall conform to manufacturer's specifications so that damage or loss of performance does not occur. Use manufacturer approved bending mandrels for waveguide. Form bends so that the tension laden twists are avoided.
- 3.3.9.8 Bend waveguide line in stages where practical so that terminations have no significant tension applied. Plan transmission line routing so that there is sufficient extra transmission line length stored in reformable bends to allow for cut off and re-termination of the connectors.
- 3.3.9.9 Make transmission line connections at the antenna in accordance with equipment manufacturers' instructions. Use pressure windows at the appropriate termination points. Allow for pressurization of the antenna feed horn when installing pressure windows on waveguide runs.
- 3.3.9.10 Pressure test all waveguide runs and pressurized air dielectric coaxial runs. Allowable leakage is one (1) psi. drop over 24 hours at three (3) psi. initial pressurization. Pressurized transmission lines that develop leakage rates in excess of this rate over the warranty period will be considered defective and will be subject to warranty repair.
- 3.3.9.11 Align microwave antennas utilizing electronic alignment equipment or RCL indicators at each site. Verify that RCL levels match calculated signal levels corrected for known tolerances. Acceptable variance is 1 db.
  - A. Install side struts straight back to the tower where practical and per manufactures instructions.
  - B. The struts shall be anchored directly to a tower member or in such a manner that the anchoring device or attachment will not move or shift under climactic conditions outlined in these specifications.
- 3.3.9.12 Where communications and transmission lines penetrate the building, utilize multi-port wall entry assemblies. Install an entry

boot to provide a weather-tight seal. Install suitable ground connections outside the wall entry panel.

- 3.3.9.13 Ground all equipment in accordance with manufacturer's recommendations and per Section 15552 "Grounding System".
- 3.3.9.14 Final terminations of waveguide in building shall be near the radio at the location of the existing termination point, or on new installations as determined by requesting agency.
- 3.3.10 Field Connections
  - 3.3.10.1 Make connections as indicated using OEM approved procedures.
- 3.3.11 VSWR Testing and Pressure Testing
  - 3.3.11.1 The Vendor may be required sweep test newly installed or relocated waveguide. Measured swept VSWR may not exceed the manufacturer's worst case specification for the assembled, terminated and installed transmission line by more than 2 db.
  - 3.3.11.2 The Vendors will VSWR test newly installed or relocated coaxial transmission line. VSWR in the transmission line in excess of the manufacturer's worst case specification shall not exceed 1.5% for assembled and installed communications and transmission lines.
  - 3.3.11.3 The Vendor will VSWR test newly installed antenna transmission line systems for VSWR. Total VSWR for coax antenna – transmission line systems shall not exceed 4%, unless antenna location constraints cause higher than normal VSWR in the antenna itself. In this case no more than 7% VSWR is acceptable.

#### 3.3.12 Repairs

- 3.3.12.1 Repair any damaged communications, transmission lines, or antenna in accordance with manufacturer's instructions immediately after installation. If suitable repairs cannot be made then:
  - A. Replace:
    - 1. Entire run of transmission line.
    - 2. Any damaged antenna parts necessary to restore to original condition and performance.
  - B. The Vendor is responsible for cost of replacement transmission line that is damaged during installation by the Vendor.
  - C. The Vendor is responsible for cost of a replacement antenna or repair parts where the antenna was damaged beyond repair

during installation by the Vendor. Repairs of damage caused by errors in the Vendor's installation of the antenna; must restore the antenna to the original life span, form, fit and functionality.

- D. Damage to antennas, communications, transmission line and structures caused by work done in an emergency basis, and done in inclement weather conditions is exempted if reasonable care was exercised during the work project.
- E. For the purpose of defining inclement weather in this case, conditions which include the following will be considered to be inclement conditions.
  - 1. Winds at the work site: sustained in excess of 12 mph, or recurring wind gusts in excess of 15 mph.
  - 2. Site access road conditions which prohibit normal four (4) wheel drive transport. Also when required for large structures and antennas of eight (8) ft. diameter or more, road conditions which prohibit use of a four (4) wheel drive with a cargo trailer.
- F. Repair galvanized surfaces: Immediately after installation, clean abraded areas or ungalvanized cut surfaces by application of galvanizing repair paint according to ASTM A780.

### 4. COMPANY BACKGROUND AND REFERENCES

### 4.1 VENDOR INFORMATION

4.1.1 Vendors must provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters:	
Location(s) of the company offices:	
Location(s) of the office that will provide the	
services described in this RFQ:	
Number of employees locally with the	
expertise to support the requirements identified	
in this RFQ:	
Number of employees nationally with the	
expertise to support the requirements in this	
RFQ:	
Location(s) from which employees will be	

Question	Response
assigned for this project:	

- 4.1.2 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.
- 4.1.3 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at <u>http://sos.state.nv.us</u>.

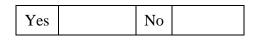
Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	No	
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If "No", provide explanation.

- 4.1.4 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals that do not contain the requisite licensure may be deemed non-responsive.
- 4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?



If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were	
performed:	
Type of duties performed:	
Total dollar value of the contract:	

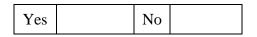
4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes	No
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If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person will be performing or producing the services which you will be contracted to provide under this contract, you must disclose the identity of each such person in your response to this RFQ, and specify the services that each person will be expected to perform.

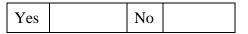
4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFQ must also be disclosed. Does any of the above apply to your company?



If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Resp	ponse
Date of alleged contract failure or		
breach:		
Parties involved:		
Description of the contract		
failure, contract breach, or		
litigation, including the products		
or services involved:		
Amount in controversy:		
Resolution or current status of the		
dispute:		
If the matter has resulted in a	Court	Case Number
court case:		
Status of the litigation:		

4.1.8 Vendors must review the insurance requirements specified in *Attachment E*, *Insurance Schedule for RFQ 3159.* Does your organization currently have or will your organization be able to provide the insurance requirements as specified in *Attachment E*.



Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment B*, *Technical Certification of Compliance with Terms and Conditions of RFQ*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of their RFQ response submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverages as specified in *Attachment E*, *Insurance Schedule for RFQ 3159*.

- 4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFQ. Limit response to no more than five (5) pages.
- 4.1.10 Length of time vendor has been providing services described in this RFQ to the public and/or private sector. Please provide a brief description.
- 4.1.11 Financial information and documentation to be included in Part III, Confidential Financial Information of vendor's response in accordance with *Section 9.5, Part III – Confidential Financial Information*.
  - 4.1.11.1 Dun and Bradstreet Number
  - 4.1.11.2 Federal Tax Identification Number
  - 4.1.11.3 The last two (2) years and current year interim:
    - A. Profit and Loss Statement
    - B. Balance Statement

#### 4.2 SUBCONTRACTOR INFORMATION

4.2.1 Does this RFQ response include the use of subcontractors?

Yes No	
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If "Yes", vendor must:

- 4.2.1.1 Identify specific subcontractors and the specific requirements of this RFQ for which each proposed subcontractor will perform services.
- 4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors must:
  - A. Describe the relevant contractual arrangements;
  - B. Describe how the work of any subcontractor(s) will be supervised, channels of communication will be maintained and compliance with contract terms assured; and

- C. Describe your previous experience with subcontractor(s).
- 4.2.1.3 Vendors must describe the methodology, processes and tools utilized for:
  - A. Selecting and qualifying appropriate subcontractors for the project/contract;
  - B. Ensuring subcontractor compliance with the overall performance objectives for the project; and
  - C. Ensuring that subcontractor deliverables meet the quality objectives of the project/contract; and
  - D. Providing proof of payment to any subcontractor(s) used for this project/contract, if requested by the State. Proposal should include a plan by which, at the State's request, the State will be notified of such payments.
- 4.2.1.4 Provide the same information for any proposed subcontractors as requested in *Section 4.1, Vendor Information*.
- 4.2.1.5 Business references as specified in *Section 4.3, Business References* must be provided for any proposed subcontractors.
- 4.2.1.6 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 4.2.1.7 Vendor must notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFQ in *Section* 4.2, *Subcontractor Information*. The vendor must receive agency approval prior to subcontractor commencing work.

### 4.3 **BUSINESS REFERENCES**

- 4.3.1 Vendors should provide a minimum of three (3) business references from similar projects performed for private, state and/or large local government clients within the last three (3) years.
- 4.3.2 Vendors must provide the following information for *every* business reference provided by the vendor and/or subcontractor:

The "Company Name" must be the name of the proposing vendor or the vendor's proposed subcontractor.

Reference #:	
Company Name:	

Identify role company will have for this RFQ project (Check appropriate role below):		
VENDOR	SUBCONTRACTOR	
Project Name:		
Primary Co	ntact Information	
Name:		
Street Address:		
City, State, Zip		
Phone, including area code:		
Facsimile, including area code:		
Email address:		
Alternate Co	ntact Information	
Name:		
Street Address:		
City, State, Zip		
Phone, including area code:		
Facsimile, including area code:		
Email address:		
	Information	
Brief description of the		
project/contract and description of		
services performed, including		
technical environment (i.e., software		
applications, data communications,		
etc.) if applicable:		
Original Project/Contract Start Date:		
Original Project/Contract End Date:		
Original Project/Contract Value:		
Final Project/Contract Date:		
Was project/contract completed in		
time originally allotted, and if not,		
why not?		
Was project/contract completed		
within or under the original budget/		
cost proposal, and if not, why not?		

- 4.3.3 Vendors <u>must also submit</u> *Attachment F*, *Reference Questionnaire* to the business references that are identified in *Section 4.3.2*.
- 4.3.4 The company identified as the business references <u>must</u> submit the Reference Questionnaire directly to the Purchasing Division.
- 4.3.5 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in *Section 8, RFQ Timeline* for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

4.3.6 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

#### 4.4 VENDOR STAFF RESUMES

A resume must be completed for each proposed key personnel responsible for performance under any contract resulting from this RFQ per *Attachment G, Proposed Staff Resume.* 

#### 5. COST

Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Clearly specify the nature of all expenses anticipated (refer to *Attachment H*, *Cost Schedule*).

#### 6. FINANCIAL

#### 6.1 **PAYMENT**

- 6.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 60 days of receipt, providing all required information, documents and/or attachments have been received.
- 6.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFQ electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

#### 6.2 BILLING

- 6.2.1 The State does not issue payment prior to receipt of goods or services.
- 6.2.2 The vendor must bill the State as outlined in the approved contract and/or payment schedule.
- 6.2.3 Vendors may propose an alternative payment option. Alternative payment options must be listed on *Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of the RFQ.* Alternative payment options will be considered if deemed in the best interest of the State, project or service solicited herein.

#### 7. WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division will accept questions and/or comments in writing, received by email regarding this RFQ.

### 7.1 QUESTIONS AND ANSWERS

- 7.1.1 The RFQ Question Submittal Form is located on the Services RFP/RFQ Opportunities webpage at <u>http://purchasing.state.nv.us/services/sdocs.htm</u>. Select this RFQ number and the "Question" link.
- 7.1.2 The deadline for submitting questions is as specified in *Section 8, RFQ Timeline*.
- 7.1.3 All questions and/or comments will be addressed in writing and responses emailed or faxed to prospective vendors on or about the date specified in *Section 8, RFQ Timeline*.

### 8. **RFQ TIMELINE**

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time.

Task	Date/Time
Deadline for submitting questions	1/30/15 @ 2:00 PM
Answers posted to website	On or about 2/04/15
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 02/23/2015
Deadline for submission and opening of SOQs	No later than 2:00 PM on 02/24/2015
Evaluation period (approximate time frame)	02/25/2015 - 03/12/2015
Selection of vendor	On or about 03/12/2015
Anticipated BOE approval	05/12/2015
Contract start date (contingent upon BOE approval)	05/12/2015

### 9. RFQ RESPONSE SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

### 9.1 GENERAL SUBMISSION REQUIREMENTS

Vendors' RFQ responses must be packaged and submitted in counterparts; therefore, vendors must pay close attention to the submission requirements. RFQ responses will have a technical response, which may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" as defined within *Section 2, Acronyms/Definitions*.

If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with Section 9.3, Part I B – Confidential Technical and Section 9.5, Part III Confidential Financial Information. Specific references made to the tab, page, section and/or paragraph where the confidential information can be located must be identified on Attachment A, Confidentiality and Certification of Indemnification and comply with the requirements stated in Section 9.6, Confidentiality of RFQ Response.

The remaining section is the Cost Proposal. Vendors may submit their proposal broken out into the three (3) sections required, or four (4) sections if confidential technical information is included, in a single box or package for shipping purposes.

The required CDs must contain information as specified in *Section 9.6.4*.

Detailed instructions on RFQ response submission and packaging follows and vendors must submit their responses as identified in the following sections. Proposals and CDs that do not comply with the following requirements may be deemed non-responsive and rejected at the State's discretion.

- 9.1.1 All information is to be completed as requested.
- 9.1.2 Each section within the RFQ response must be separated by clearly marked tabs with the appropriate section number and title as specified in the following sections.
- 9.1.3 Although it is a public opening, only the names of the vendors submitting RFQ responses will be announced per NRS 333.335(6). Technical and cost details about responses submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFQ opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.
- 9.1.4 If discrepancies are found between two (2) or more copies of the RFQ response, the master copy will provide the basis for resolving such discrepancies. If one (1) copy of the RFQ response is not clearly marked "MASTER," the State may reject the response. However, the State may at its sole option, select one (1) copy to be used as the master.
- 9.1.5 For ease of evaluation, the RFQ response must be presented in a format that corresponds to and references sections outlined within this RFQ and must be presented in the same order. Written responses must be placed immediately following the applicable RFQ question, statement and/or section and must be presented in a style/format that is easily distinguishable from RFQ language. Exceptions/assumptions to this may be considered during the evaluation process.
- 9.1.6 RFQ responses are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective response to this RFQ are not desired and may be construed as an indication of the proposer's lack of environmental and cost consciousness. Unless specifically requested in this RFQ, elaborate artwork,

corporate brochures, lengthy narratives, expensive paper, specialized binding, and other extraneous presentation materials are neither necessary nor desired.

The State of Nevada, in its continuing efforts to reduce solid waste and to further recycling efforts requests that responses, to the extent possible and practical:

- 9.1.6.1 Be submitted on recycled paper;
- 9.1.6.2 Not include pages of unnecessary advertising;
- 9.1.6.3 Be printed on both sides of each sheet of paper; and
- 9.1.6.4 Be contained in re-usable binders rather than with spiral or glued bindings.
- 9.1.7 For purposes of addressing questions concerning this RFQ, the sole contact will be the Purchasing Division as specified on Page 1 of this RFQ. Upon issuance of this RFQ, other employees and representatives of the agencies identified in the RFQ will not answer questions or otherwise discuss the contents of this RFQ with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent RFQ response per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
- 9.1.8 Any vendor who believes the requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Purchasing Division. To be considered, a request for review must be received no later than the deadline for submission of questions.
  - 9.1.8.1 The Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFQ.
  - 9.1.8.2 Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- 9.1.9 If a vendor changes any material RFQ language, vendor's response may be deemed non-responsive per NRS 333.311.

#### 9.2 PART I A – TECHNICAL STATEMENT OF QUALIFICATIONS (SOQ)

- 9.2.1 The technical SOQ must include:
  - 9.2.1.1 One (1) original marked "MASTER"; and
  - 9.2.1.2 Six (6) identical copies.

- 9.2.2 The technical SOQ *must not include* confidential technical information (refer to *Section 9.3, Part I B, Confidential Technical SOQ*) or cost and/or pricing information. Cost and/or pricing information contained in the technical SOQ may cause the RFQ response to be rejected.
- 9.2.3 Format and Content
  - 9.2.3.1 Tab I Title Page

The title page must include the following:

Part I A – Technical SOQ		
RFQ Title:	Communications Site Maintenance and	
	Installation	
RFQ:	3159	
Vendor Name:		
Address:		
Opening Date:	February 24, 2015	
Opening Time:	2:00 PM	

9.2.3.2 Tab II – Table of Contents

An accurate and updated table of contents must be provided.

9.2.3.3 Tab III – Vendor Information Sheet

The vendor information sheet completed with an original signature by an individual authorized to bind the organization must be included in this tab.

9.2.3.4 Tab IV – State Documents

The State documents tab must include the following:

- A. The signature page from all amendments with an original signature by an individual authorized to bind the organization.
- B. Attachment A Confidentiality and Certification of Indemnification with an original signature by an individual authorized to bind the organization.
- C. Attachment C Vendor Certifications with an original signature by an individual authorized to bind the organization.
- D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.
- E. Copies of applicable certifications and/or licenses.

- 9.2.3.5 Tab V Attachment B, Technical Certification of Compliance with Terms and Conditions of RFQ
  - A. *Attachment* B with an original signature by an individual authorized to bind the organization must be included in this tab.
  - B. If the exception and/or assumption require a change in the terms or wording of any section of the RFQ, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed on *Attachment B*.
  - C. Only technical exceptions and/or assumptions should be identified on *Attachment B*.
  - D. The State will not accept additional exceptions and/or assumptions if submitted after the RFQ response deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 9.2.3.6 Tab VI Section 3.2 General Minimum Qualifications

Vendors must place their written response(s) in *bold/italics* immediately following the applicable RFQ question, statement and/or section.

9.2.3.7 Tab VII – Section 3.3 – Technical Minimum Qualifications

Vendors must place their written response(s) in *bold/italics* immediately following the applicable RFQ question, statement and/or section.

9.2.3.8 Tab VIII– Section 4 – Company Background and References

Vendors must place their written response(s) in **bold/italics** immediately following the applicable RFQ question, statement and/or section. This section must also include the requested information in **Section 4.2, Subcontractor Information**, if applicable.

- 9.2.3.9 Tab IX Attachment G Proposed Staff Resume
  - A. Vendors must include all proposed staff resumes per *Section 4.4, Vendor Staff Resumes* in this section.
  - B. This section should also include any subcontractor proposed staff resumes, if applicable.
- 9.2.3.10 Tab X Other Informational Material

Vendors must include any other applicable reference material in this section clearly cross referenced with the RFQ response.

#### 9.3 PART I B – CONFIDENTIAL TECHNICAL SOQ

- 9.3.1 Vendors only need to submit Part I B if the SOQ includes any confidential technical information (*Refer to Attachment A, Confidentiality and Certification of Indemnification*).
- 9.3.2 The confidential technical SOQ must include:
  - 9.3.2.1 One (1) original marked "MASTER"; and
  - 9.3.2.2 Six (6) identical copies.
- 9.3.3 Format and Content
  - 9.3.3.1 Tab I Title Page

The title page must include the following:

Part I B – Confidential Technical SOQ				
RFQ Title:	Communications	Site	Maintenance	and
	Installation			
RFQ:	3159			
Vendor Name:				
Address:				
Opening Date:	February 24, 2015			
Opening Time:	2:00 PM			

9.3.3.2 Tabs – Confidential Technical

Vendors must have tabs in the confidential technical information that cross reference back to the technical SOQ, as applicable.

#### 9.4 PART II – COST PROPOSAL

- 9.4.1 The cost proposal must include:
  - 9.4.1.1 One (1) original marked "MASTER"; and
  - 9.4.1.2 Six (6) identical copies.
- 9.4.2 The cost proposal must not be marked "confidential". Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as "confidential".
- 9.4.3 Format and Content
  - 9.4.3.1 Tab I Title Page

The title page must include the following:

Part II – Cost Proposal				
RFQ Title:	Communications	Site	Maintenance	and
	Installation			
RFQ:	3159			
Vendor Name:				
Address:				
Opening Date:	February 24, 2015			
Opening Time:	2:00 PM			

9.4.3.2 Tab II – Cost Proposal

Vendor's response for the cost proposal must be included in this tab.

- 9.4.3.3 Tab III Attachment I, Cost Proposal Certification of Compliance with Terms and Conditions of RFQ.
  - A. *Attachment I* with an original signature by an individual authorized to bind the organization must be included in this tab.
  - B. In order for any cost exceptions and/or assumptions to be considered, vendors *must* provide the specific language that is being proposed in *Attachment I*.
  - C. Only cost exceptions and/or assumptions should be identified on *Attachment I*.
  - D. *Do not restate* the technical exceptions and/or assumptions on this form.
  - E. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline. If vendors do not specify any exceptions and/or assumptions in detail at time of RFQ response submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

#### 9.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

- 9.5.1 The confidential financial information part must include:
  - 9.5.1.1 One (1) original marked "MASTER"; and
  - 9.5.1.2 One (1) identical copy.
- 9.5.2 Format and Content
  - 9.5.2.1 Tab I Title Page

The title page must include the following:

**Part III – Confidential Financial Information** 

RFQ Title:	Communications	Site	Maintenance	and
	Installation			
RFQ:	3159			
Vendor Name:				
Address:				
Opening Date:	February 24, 2015			
Opening Time:	2:00 PM			

9.5.2.2 Tab II – Financial Information and Documentation

Vendors must place the information required per *Section 4.1.11* in this tab.

#### 9.6 CONFIDENTIALITY OF SOQS

- 9.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.
- 9.6.2 Vendors are required to submit written documentation in accordance with *Attachment A, Confidentiality and Certification of Indemnification* demonstrating the material within the RFQ response marked "confidential" conforms to NRS §333.333, which states "Only specific parts of the RFQ response may be labeled a "trade secret" as defined in NRS §600A.030(5)". Not conforming to these requirements will cause your RFQ response to be deemed non-compliant and will not be accepted by the State of Nevada.
- 9.6.3 Vendors acknowledge that material not marked as "confidential" will become public record upon contract award.
- 9.6.4 The required CDs must contain the following:
  - 9.6.4.1 One (1) **"Master"** CD with an exact duplicate of the technical and cost proposal contents only.
    - A. The electronic files must follow the format and content section for the technical and cost proposal.
    - B. The CD must be packaged in a case and clearly labeled as follows:

Master CD		
RFQ:	3159	
Vendor Name:		
Contents:	Part IA – Technical SOQ	
	Part IB – Confidential Technical SOQ	
	Part II – Cost Proposal	

9.6.4.2 One (1) **"Public Records CD"** with the technical and cost proposal contents to be used for public records requests.

- A. This CD <u>must not</u> contain any confidential or proprietary information.
- B. The electronic files must follow the format and content section for the redacted versions of the technical and cost proposal.
- C. All electronic files *must* be saved in "PDF" format.
- D. The CD must be packaged in a case and clearly labeled as follows:

Public Records CD		
RFQ:	3159	
Vendor Name:		
Contents:	Part IA – Technical SOQ for Public Records	
	Request	
	Part II – Cost Proposal for Public Records	
	Request	

- 9.6.5 The Public Records submitted on the CD will be posted to the Purchasing Website upon the Notice of Award.
- 9.6.6 It is the vendor's responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.
- 9.6.7 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

#### 9.7 **RFQ RESPONSE PACKAGING**

- 9.7.1 If the separately sealed technical and cost proposals as well as confidential technical information and financial documentation, marked as required, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked as follows:
- 9.7.2 Vendors are encouraged to utilize the copy/paste feature of word processing software to replicate these labels for ease and accuracy of RFQ response packaging.

Gail Burchett, Purchasing Officer II State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701		
RFQ:	3159	
<b>OPENING DATE:</b>	<b>OPENING DATE:</b> February 24, 2015	
<b>OPENING TIME:</b> 2:00 PM		
FOR:         Communications Site Maintenance and Installation		

### **VENDOR'S NAME:**

- 9.7.3 RFQ responses must be received at the address referenced below no later than the date and time specified in Section 8, RFQ Timeline. RFQ responses that do not arrive by the scheduled opening date and time will not be accepted. Vendors may submit their RFQ response any time prior to the above stated deadline.
- 9.7.4 The State will not be held responsible for RFQ response envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone responses will NOT be considered; however, at the State's discretion, the RFQ response may be submitted all or in part on electronic media, as requested within the RFQ document. RFQ responses may be modified by facsimile, e-mail or written notice provided such notice is received prior to the scheduled opening date and time.
- 9.7.5 The technical SOQ shall be submitted to the State in a sealed package and be clearly marked as follows:

Gail Burchett, Purchasing Officer II State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701			
RFQ:	3159		
<b>RFQ COMPONENT:</b> Part I A – Technical SOQ			
<b>OPENING DATE:</b>	<b>OPENING DATE:</b> February 24, 2015		
<b>OPENING TIME:</b> 2:00 PM			
FOR: Communications Site Maintenance and Installation			
VENDOR'S NAME:			

9.7.6 If applicable, confidential technical information shall be submitted to the State in a sealed package and be clearly marked as follows:

Gail Burchett, Purchasing Officer II State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701		
RFQ:	3159	
<b>RFQ COMPONENT:</b>	Part I B – Confidential Technical SOQ	
<b>OPENING DATE:</b> February 24, 2015		
<b>OPENING TIME:</b>	2:00 PM	
FOR: Communications Site Maintenance and Installation		
VENDOR'S NAME:		

9.7.7 The cost proposal shall be submitted to the State in a sealed package and be clearly marked as follows:

Gail Burchett, Purchasing Officer II	
State of Nevada, Purchasing Division	
515 E. Musser Street, Suite 300	

Carson City, NV 89701		
RFQ:	3159	
<b>RFQ COMPONENT:</b>	Part II – Cost Proposal	
<b>OPENING DATE:</b>	February 24, 2015	
<b>OPENING TIME:</b>	2:00 PM	
FOR:	Communications Site Maintenance and Installation	
VENDOR'S NAME:		

9.7.8 Confidential financial information shall be submitted to the State in a sealed package and be clearly marked as follows:

Gail Burchett, Purchasing Officer II State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701		
RFQ:	3159	
<b>RFQ COMPONENT:</b> Part III – Confidential Financial Information		
<b>OPENING DATE:</b> February 24, 2015		
<b>OPENING TIME:</b> 2:00 PM		
FOR:	Communications Site Maintenance and Installation	
VENDOR'S NAME:		

9.7.9 The CDs shall be submitted to the State in a sealed package and be clearly marked as follows:

Gail Burchett, Purchasing Officer II State of Nevada, Purchasing Division 515 E. Musser Street, Suite 300 Carson City, NV 89701			
RFQ:	<b>RFQ:</b> 3159		
<b>RFQ COMPONENT:</b>	RFQ COMPONENT: CDs		
<b>OPENING DATE:</b>	February 24, 2015		
<b>OPENING TIME:</b>	OPENING TIME: 2:00 PM		
FOR:Communications Site Maintenance and Installation			
VENDOR'S NAME:			

#### 10. RFQ RESPONSE EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's response.

- **10.1** General Minimum Qualifications shall be evaluated on a pass/fail basis. Only vendors who meet the General Minimum Qualifications will have their Technical SOQs considered.
- **10.2** Technical SOQs shall be consistently evaluated and scored in accordance with NRS \$333.335 based upon the following criteria listed below:
  - 10.2.1 Demonstrated competence

- 10.2.2 Experience in performance of comparable engagements
- 10.2.3 Conformance with the terms of this RFQ
- 10.2.4 Expertise and availability of key personnel
- 10.2.5 Cost

Note: Financial stability will be scored on a pass/fail basis.

#### RFQ responses shall be kept confidential until a contract is awarded.

- **10.3** The State may also contact the references provided in response to *Section 4.3, Business References*; contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of an RFQ response; and seek and review any other information deemed pertinent to the evaluation process.
- **10.4** Each vendor must include in its RFQ response a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any RFQ response. The State reserves the right to reject any RFQ response based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS 333.335.
- **10.5** Clarification discussions may, at the State's sole option, be conducted with vendors who submit RFQ responses determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of RFQ responses. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from RFQ responses submitted by competing vendors. Any modifications made to the original RFQ response during the best and final negotiations will be included as part of the contract.
- **10.6** A Notification of Intent to Award shall be issued in accordance with NAC 333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFQ.
- **10.7** Any contract resulting from this RFQ shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

## 11. TERMS AND CONDITIONS

#### 11.1 PROCUREMENT AND SOQ TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's RFQ response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on Attachment B, Technical Certification of Compliance. In order for any exceptions and/or assumptions to be considered they MUST be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the proposal submission deadline.

- 11.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.
- 11.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFQ, or to withdraw this RFQ, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.1.3 The State reserves the right to waive informalities and minor irregularities in RFQ responses received.
- 11.1.4 For ease of responding to the RFQ, vendors are encouraged to download the RFQ from the Purchasing Division's website at <u>http://purchasing.state.nv.us</u>.
- 11.1.5 The failure to separately package and clearly mark *Part I B and Part III* which contains confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.1.6 RFQ responses must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements and lease purchase agreements. The omission of these documents renders an RFQ response non-responsive.
- 11.1.7 The State reserves the right to reject any or all RFQ responses received prior to contract award (NRS 333.350).
- 11.1.8 The State shall not be obligated to accept the lowest priced RFQ response, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).
- 11.1.9 Any irregularities or lack of clarity in the RFQ should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.1.10 Descriptions on how any and all services and/or equipment will be used to meet the requirements of this RFQ shall be given, in detail, along with any additional informational documents that are appropriately marked.

- 11.1.11 Alterations, modifications or variations to an RFQ response may not be considered unless authorized by the RFQ or by addendum or amendment.
- 11.1.12 RFQ responses which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.1.13 RFQ responses from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter 281 and NRS Chapter 284.
- 11.1.14 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS 333.350(3).
- 11.1.15 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFQ. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.1.16 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the RFQ response or any other such expenses incurred by the vendor in responding to the RFQ, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.1.17 RFQ responses submitted per the submission requirements become the property of the State, selection or rejection does not affect this right; RFQ responses will be returned only at the State's option and at the vendor's request and expense. The masters of the technical SOQ, confidential technical SOQ, cost proposal and confidential financial information of each response shall be retained for official files.
- 11.1.18 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.1.19 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and Chapter 333 of the Nevada Administrative Code.

## 11.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's RFQ response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on Attachment B, Technical Certification of Compliance. In order for any exceptions and/or assumptions to be considered they MUST be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the submission deadline.

- 11.2.1 The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 11.2.2 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFQ. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.
- 11.2.3 The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.
- 11.2.4 Attachment B and Attachment I of this RFQ shall constitute an agreement to all terms and conditions specified in the RFQ, except such terms and conditions that the vendor expressly excludes. Exceptions and assumptions will be taken into consideration as part of the evaluation process; however, vendors *must* be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.
- 11.2.5 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties will consist of the RFQ together with any modifications thereto, and the awarded vendor's response, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: The final executed contract, any modifications and clarifications to the awarded vendor's response, the RFQ, and the awarded vendor's response. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.2.6 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFQ and any local government may join or use any contract resulting from this RFQ subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFQ.
- 11.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.
- 11.2.8 Pursuant to NRS 613 in connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex,

sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

### **11.3 PROJECT TERMS AND CONDITIONS**

The information in this section does not need to be returned with the vendor's RFQ response. However, if vendors have any exceptions and/or assumptions to any of the terms and conditions in this section, they MUST identify in detail their exceptions and/or assumptions on Attachment B, Technical Certification of Compliance. In order for any exceptions and/or assumptions to be considered they MUST be documented in Attachment B. The State will not accept additional exceptions and/or assumptions if submitted after the submission deadline.

- 11.3.1 Award of Related Contracts
  - 11.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.
  - 11.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.
- 11.3.2 Products and/or Alternatives
  - 11.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.
  - 11.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFQ.
  - 11.3.2.3 The State, at its sole discretion, will determine if the proposed alternative meets the intent of the original RFQ requirement.
- 11.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and will reimburse the State for any loss or damage.

- 11.3.4 Inspection/Acceptance of Work
  - 11.3.4.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.
  - 11.3.4.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.
  - 11.3.4.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.
- 11.3.5 Travel

All travel shall be at the awarded vendor's expense.

11.3.6 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

- 11.3.7 Right to Publish
  - 11.3.7.1 All requests for the publication or release of any information pertaining to this RFQ and any subsequent contract must be in writing and sent to the Nevada Purchasing Administrator or designee.
  - 11.3.7.2 No announcement concerning the award of a contract as a result of this RFQ can be made without prior written approval of the Nevada Purchasing Administrator or designee.
  - 11.3.7.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.
  - 11.3.7.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the Nevada Purchasing Administrator or designee.

11.3.7.5 Throughout the term of the contract, the contractor must secure the written approval of the State per *Section 11.3.7.2* prior to the release of any information pertaining to work or activities covered by the contract.

### 12. SUBMISSION CHECKLIST

This checklist is provided for vendor's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any RFQ response received without these requisite documents may be deemed non-responsive and not considered for contract award.

	Part I A- Technical SOQ Submission Requirements	Completed	
Required r	number of the Technical SOQ per submission requirements		
Tab I	Title Page		
Tab II	Table of Contents		
Tab III	Vendor Information Sheet		
Tab IV	State Documents		
Tab V	Attachment B – Technical Certification of Compliance with Terms and Conditions of RFQ		
Tab VI	Section 3.2 – General Minimum Qualifications		
Tab VII	Section 3.3 – Technical Minimum Qualifications		
Tab VIII	Section 4 – Company Background and References		
Tab IX	Attachment G – Proposed Staff Resumes		
Tab X	Other Information Material		
	Part I B – Confidential Technical SOQ Submission Requirements		
Required r	number of the Confidential Technical SOQ per submission requirements		
Tab I	Title Page		
Tabs	Appropriate tabs and information that cross reference back to the technical proposal		
	Part II – Cost Proposal Submission Requirements		
Required r	number of Cost Proposals per submission requirements		
Tab I	Title Page		
Tab II	Cost Proposal		
Tab III	Attachment I - Cost Proposal Certification of Compliance with Terms and Conditions of RFQ		
	Part III – Confidential Financial Submission Requirements		
Required r	number of Confidential Financial Proposals per submission requirements		
Tab I	Title Page		
Tab II	Financial Information and Documentation		
	CDs Required		
One (1)	Master CD with the Technical SOQ, Confidential Technical SOQ and Cost Proposal contents only		
One (1)	Public Records CD with the Technical SOQ and Cost Proposal contents only		
	Reference Questionnaire Reminders		
Send out F	Reference Forms for Vendor (with Part A completed)		
Send out F	deference Forms for proposed Subcontractors (with Part A completed, if applicable)		

### ATTACHMENT A - CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" <u>will not</u> be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFQ, vendors are requested to submit confidential information in separate binders marked "Part I B Confidential Technical" and "Part III Confidential Financial".

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 "ACRONYMS/DEFINITIONS."

#### Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information						
YES NO						
Justification for Confidential Status						

A Public	A Public Records CD has been included for the Technical SOQ and Cost Proposal			
YES		NO		

Part III – Confidential Financial Information					
YES NO					
Justification for Confidential Status					

#### Company Name

Signature

Print Name

Date

#### This document must be submitted in Tab IV of vendor's technical proposal

#### ATTACHMENT B – TECHNICAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFQ

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Qualification.

YES	I agree to comply with the terms and conditions specified in this RFQ.		
	_		
NO	I do not agree to comply with the terms and conditions specified in this RFQ.		

If the exception and/or assumption require a change in the terms in any section of the RFQ, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations.

Company Name

Signature

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

#### **EXCEPTION SUMMARY FORM**

EXCEPTION #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

#### ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab V of vendor's technical proposal

Vendor agrees and will comply with the following:

- (1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.
- (2) All proposed capabilities can be demonstrated by the vendor.
- (3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.
- (4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.
- (5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (6) All conditions and provisions of this RFQ are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.
- (7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFQ. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFQ, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (8) All employees assigned to the project are authorized to work in this country.
- (9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.
- (10) The company has a written policy regarding compliance for maintaining a drug-free workplace.
- (11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.
- (12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.
- (13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name

Date

#### This document must be submitted in Tab IV of vendor's technical proposal

## ATTACHMENT D – CONTRACT FORM

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFQ. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal.

If exceptions and/or assumptions require a change to the Contract Form, vendors *must* provide the specific language that is being proposed on *Attachment B*, *Technical Certification of Compliance with Terms and Conditions of RFQ*.

Please pay particular attention to the insurance requirements, as specified in *Paragraph 16 of the embedded contract* and *Attachment E, Insurance Schedule*.



To open the document, double click on the icon.

### ATTACHMENT E – INSURANCE SCHEDULE FOR RFQ 3159

The following Insurance Schedule is provided as a courtesy to vendors interested in responding to this RFQ. Please review the terms and conditions in the Insurance Schedule, as this is the standard insurance schedule used by the State for all services of independent contractors.

If exceptions and/or assumptions require a change to the Insurance Schedule, vendors *must* provide the specific language that is being proposed on *Attachment B*, *Technical Certification of Compliance with Terms and Conditions of RFQ*.



#### To open the document, double click on the icon.

## ATTACHMENT F – REFERENCE QUESTIONNAIRE

The State of Nevada, as a part of the RFQ process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

	INSTRUCTIONS TO PROPOSING VENDOR						
1.	Proposing vendor or vendor's proposed subcontractor <b>MUST</b> complete Part A of the Reference Questionnaire.						
2.	Proposing vendor <b>MUST</b> send the following Reference Questionnaire to <b>EACH</b> business reference listed for completion of Part B, Part C and Part D.						
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to:						
	State of Nevada, Purchasing Division						
	Subject: RFQ 3159						
	Attention: Purchasing Division						
	Email: <u>RFPdocs@admin.nv.gov</u>						
	Fax: 775-684-0188						
	Please reference the RFQ number in the subject line of the email or on the fax.						
4.	The completed Reference Questionnaire MUST be received <i>no later than 4:30 PM PT 2/23/2015</i>						
5.	Business references are <b>NOT</b> to return the Reference Questionnaire to the Proposer (Vendor).						
6.	In addition to the Reference Questionnaire, the State may contact any and all business references						
	by phone for further clarification, if necessary.						
7.	Questions regarding the Reference Questionnaire or process should be directed to the individual						
	identified on the RFQ cover page.						
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score						
	in the evaluation process.						



To open the document, double click on the icon.

# ATTACHMENT G – PROPOSED STAFF RESUME

A resume must be completed for all proposed prime contractor staff and proposed subcontractor staff using the State format.



To open the document, double click on the icon.

# ATTACHMENT H – COST SCHEDULE



To open the document, double click on the icon.

#### ATTACHMENT I – COST PROPOSAL CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFQ

I have read, understand and agree to comply with *all* the terms and conditions specified in this Request for Qualifications.

YES I agree to comply with the terms and conditions specified in this RFQ.

NO I do not agree to comply with the terms and conditions specified in this RFQ.

If the exception and/or assumption require a change in the terms in any section of the RFQ, the contract, or any incorporated documents, vendors *must* provide the specific language that is being proposed in the tables below. If vendors do not specify in detail any exceptions and/or assumptions at time of proposal submission, the State will not consider any additional exceptions and/or assumptions during negotiations. *Note: Only cost exceptions and/or assumptions should be identified on this attachment. Do not restate the technical exceptions and/or assumptions on this attachment.* 

Company Name	
Signature	

Print Name

Date

Vendors MUST use the following format. Attach additional sheets if necessary.

#### **EXCEPTION SUMMARY FORM**

EXCEPTION #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	EXCEPTION (Complete detail regarding exceptions must be identified)

#### ASSUMPTION SUMMARY FORM

ASSUMPTION #	RFQ SECTION NUMBER	RFQ PAGE NUMBER	ASSUMPTION (Complete detail regarding assumptions must be identified)

This document must be submitted in Tab III of vendor's cost proposal. This form MUST NOT be included in the technical proposal.

Communications Site Maintenance

## ATTACHMENT J – NDOT GENERAL REQUIREMENTS



To open the document, double click on the icon.

## ATTACHMENT K – ITS QUALIFICATIONS FOR ITS RELATED PROJECTS



To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at <u>srvpurch@admin.nv.gov</u> for an emailed copy.

### ATTACHMENT L- NDOT MAP



To open the document, double click on the icon.



Greg Smith Administrator

SUBJECT:	Amendment 1 to Request for Qualification 3159
DATE OF AMENDMENT:	February 3, 2015
DATE OF RFQ RELEASE:	January 21, 2015
DATE AND TIME OF OPENING:	February 24, 2015 @ 2:00 PM
AGENCY CONTACT:	Gail Burchett, Procurement Staff Member

The following shall be a part of RFQ 3159 for Communications Site Maintenance and Installation. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

1. Will federal funds be used on this project?

#### No, 100% state funded.

2. In section 4.1.9 (Company background/history), on RFQ page 32, it mentions a 5 page limit. Is the 5 page limit for the response to Section 4.1.9 only?

Yes.

3. Will a list of proposers be made public?

A list of proposers will be made available to any vendor requesting it after the proposals are opened. A proposers list will not be published on the Purchasing website.

4. The cost schedule accounts for tower work specifically, yet attachment K is ITS related work, will there be additional cost schedules issued for ITS work

No, each ITS project is unique and costs schedules cannot be defined. The intent of this RFQ is to qualify vendors for the proposed task.

## ALL ELSE REMAINS THE SAME FOR RFQ 3159.

Vendor shall sign and return this amendment with proposal submitted.

NAME OF VENDOR
AUTHORIZED
SIGNATURE

## DATE

# RFQ 3159 Amendment 1

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal