



STAFF REPORT

Report To: Board of Supervisors **Meeting Date:** December 5, 2019

Staff Contact: Carol Akers and Darren Schulz

Agenda Title: For Possible Action: Discussion and possible action regarding an Interlocal Agreement between Carson City and the Nevada Department of Transportation (NDOT) providing for the use of the Statewide Public Safety Radio Communications System for an amount not to exceed \$5,076,000 for the initial ten-year term, to June 30, 2029, and not to exceed \$634,500 per year in the subsequent automatic renewal terms of additional ten-year periods. (James Jacklett, jjacklett@carson.org)

Staff Summary: This agreement, if approved, will allow Carson City to utilize the Statewide Public Safety Radio Communications System (Radio System) as recommended in the City's 2019 Public Safety Radio System Plan. Under the agreement, the City will pay NDOT annually for each radio that is registered and activated on the Radio System in exchange for unlimited air-time. The agreement is for an initial term of ten years and will automatically renew for an additional ten years at the end of each term. This agreement may be terminated by mutual consent of the parties or unilaterally by either party without cause, effective 120 days after written notice is served by the terminating party.

Agenda Action: Formal Action / Motion **Time Requested:** 10 minutes

Proposed Motion

I move to approve the agreement as proposed.

Board's Strategic Goal

Safety

Previous Action

On May 16, 2019, an earlier version of this agreement was presented to the Board of Supervisors (Board) and discussed. The Board directed staff to revise the terms of the agreement and bring it back for consideration. The Board requested changes to the agreement including a ninety (90) plus day termination period, clarification regarding the billing process, clarification on the process should operational costs exceed the limits in the agreement, and language specifying the City's right to participate in the NDOT user group and technical advisory committee. The agreement has been revised and the listed issues have been addressed.

Background/Issues & Analysis

Refer to the City's 2019 Public Safety Radio System Plan for detailed analysis.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 277.180

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Fleet Management Fund - Radio Subscription Fees 5603055-500504

Is it currently budgeted? No

Explanation of Fiscal Impact: Not to exceed \$5,076,000 for the initial ten-year term and not to exceed \$634,500 per year in the subsequent renewal terms. Attachment A of the Agreement includes detailed estimates for yearly and aggregate costs. The City will gradually bring radios onto the Radio System over the initial five-year period.

The projected fee for unlimited air-time in FY 20 and FY21 is \$705 per radio. The fee per radio is established by dividing the operational costs of NDOT's portion of the Radio System by the number of radios operated by NDOT and agencies operating under NDOT. The operational costs are set by the Nevada Department of Administration and specified in the Nevada Transportation Administration's biennial budget which is approved during each regular session of the Nevada Legislature.

Alternatives

Do not approve the agreement and provide alternative direction to staff.

Attachments:

[NDOT_Interlocal_Agreement-pr.pdf](#)

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

INTERLOCAL AGREEMENT

This Agreement, made and entered into on _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada, hereinafter called the "CITY". Department and City may be individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes ("NRS"), the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the DEPARTMENT owns, maintains, and operates a radio system known as the "Statewide Public Safety Radio Communications System" (hereinafter "Statewide Radio System" or "Radio System") to provide communications for its employees to assist in maintaining and constructing transportation systems in the State of Nevada; and

WHEREAS, the DEPARTMENT is willing to allow public safety entities to utilize the DEPARTMENT's Statewide Radio System to reduce operational costs, improve interagency interoperability, enhance radio communication, and meet homeland security initiatives for radio communications; and

WHEREAS, the purpose of this Agreement is to establish DEPARTMENT and CITY responsibilities in operating and maintaining the DEPARTMENT's Statewide Radio System; and

WHEREAS, provision for the use of the Statewide Radio System by the CITY will be of benefit to the DEPARTMENT, the CITY, and to the people of the State of Nevada; and

WHEREAS, the CITY and DEPARTMENT are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I – FORMATION OF SYSTEM

1. Statewide Radio System

A. The Statewide Radio System is a radio system primarily designed to provide portable and mobile radio coverage statewide on the State road system. The Statewide Radio System is shared with multiple entities participating in full legal accordance with the Federal Communications Commission (FCC) regulations. System resources and components have been combined to maximize radio capabilities and minimize equipment costs and associated operational costs. The Statewide Radio System provides emergency support under the State emergency plans and meets Homeland Security initiatives regarding interoperable public safety radio systems.

B. The Radio System shall continue to utilize authorized frequencies in accordance with the FCC and all applicable rules and regulations.

2. Additional Participants

As system capacity permits, the DEPARTMENT may approve other agencies entering into separate agreements with the DEPARTMENT for joint use of the statewide Radio System.

3. Security

The parties acknowledge by this Agreement that the subject communications system is vital for the State of Nevada and that any security compromise of the system could have far-reaching ramifications for the State. Therefore, the parties agree that any security-sensitive information in document or electronic form or by verbal communications about the system itself, including, but not limited to, access to frequencies, location of and access to any core communications equipment, and information about any users and their methods of utilization of the system shall be considered confidential and only given to those employees, agents and representatives of the agency whom the parties have confirmed and can guarantee are trustworthy and will hold said information confidential. The parties further agree to provide the necessary security training to any personnel in whom they will confide the security-sensitive information about the system to insure against any breaches of confidentiality. The parties will provide adequate assurances, upon request by any party, that such training has occurred. For purposes of this Agreement, the parties shall designate the information about the system as security-sensitive and said information shall be treated as such.

ARTICLE II – CITY PARTICIPATION

1. Radio System Participating Agencies

A. The CITY shall purchase and provide for the programming, maintenance, repair, and replacement of its own end-user equipment, which shall include, but not be limited to, mobile and portable radios, desktop base stations, dispatch consoles, call recording

equipment, push-to-talk over cellular devices, and bi-directional amplifiers or other in-building communications enhancements.

B. The CITY may co-license or transfer any currently-allocated frequencies to the DEPARTMENT for use in the Radio System. Any new license obtained by the CITY for frequencies to be utilized for the Radio System shall be co-licensed to the DEPARTMENT.

2. CITY Equipment, Infrastructure, and Property

The CITY may authorize the DEPARTMENT's lease or use of CITY equipment, infrastructure, or property for the DEPARTMENT's use in providing the Radio System and associated services under this Agreement and under Agreement number P697-16-016. The DEPARTMENT's lease or use of any CITY equipment, infrastructure, or property, including real property, under this provision must be approved by the Board of Supervisors if required by statute, regulation, or CITY policy. Otherwise, the lease or use of CITY equipment, infrastructure, or property may be approved at the discretion of the CITY's Public Works Director, or his or her designee.

ARTICLE III – SYSTEM RESPONSIBILITY AND CITY COSTS

1. DEPARTMENT Responsibilities for Radio System

A. Except as provided in Article II, Section 2 of this agreement, and except for end-user equipment, including, but not limited to, mobile or portable radios, desktop base stations, dispatch consoles, call recording equipment, and bi-directional amplifiers or other in-building communications enhancements, the DEPARTMENT shall have legal, fiscal, and ownership control over the Radio System and its assets. The DEPARTMENT will maintain, operate, and repair the Radio System.

B. The DEPARTMENT shall operate, monitor, repair, and maintain the Radio System, through its employees or independent contractors, on frequencies in legal accordance with FCC regulations. The DEPARTMENT will provide the CITY use of the Radio System which is designed, operated, and maintained to provide public safety grade portable and mobile coverage in accordance the coverage requirements of the Nevada Shared Radio System as defined in Agreement number P697-16-016 and Agreement number NM117-17-016, including passing on to City the quality, reliability, and other deliverables as defined in both Agreements.

C. The DEPARTMENT will provide appropriate support to the Radio System, within budgetary constraints, to maintain the current level of coverage, features, and availability.

D. The DEPARTMENT will address and take action to improve the coverage and capacity of the Radio System, within budgetary constraints, to provide public safety grade communications capabilities meeting the needs and requirements of CITY.

E. The DEPARTMENT will give priority to the maintenance schedules and maintenance response to ensure first priority to public and first responder safety.

2. CITY Costs

A. The CITY shall be charged, by the DEPARTMENT, a percentage of the cost of operating the Radio System (herein referred to as Operational Costs). Operational Costs will include Personnel Services, Travel, Operating, and Equipment costs as defined and approved by the Department of Administration. Operational Costs will not include the costs allocated to NV Energy and Washoe County under Agreement number P697-16-016.

B. Costs and expenses that are considered by the DEPARTMENT to be shared by the CITY are those costs that benefit all of the participating agencies as they pertain to the Radio System, radio frequencies, and inter-system transport of voice and data.

C. The State of Nevada, Department of Administration, with input from the DEPARTMENT, will establish the Operational Cost range for each fiscal year, based upon forecasted service utilization and system operating costs. The forecasted Operational Cost rate will be the basis for the fiscal year's billings to the users of the Radio System.

D. In addition to the forecasted Operational Costs, at the close of each fiscal year, the Department of Administration will evaluate actual system costs and utilizations and compare those to the forecasted rates established for the fiscal year. The variance between the forecasted amount and the actual cost and utilization will establish the over or under recovery amount for the DEPARTMENT budget. This amount will be credited to, or will be an additional charge to be included in, the forecasted Operational Cost rate in the subsequent fiscal year. The over or under recovery amount shall not affect previously made forecasts or payments, or CITY's not to exceed amounts.

E. The forecasted Operational Costs, together with the over or under recovery amount, shall be billed to CITY, together with other users of the Radio System sharing in the DEPARTMENT's costs, on a per radio basis. The equipment to be counted shall include in use mobile radios, portable radios, base stations, and dispatch consoles. Radios shall be considered in use if they are properly registered and configured for operation on the Radio System. The DEPARTMENT will count the number of Radios in use by the CITY and other users of the Radio System at the start of each fiscal year. The Radios that are in use by NV Energy and Washoe County are not included in the total number of radios for which the State's recovery costs are calculated. The Operational Costs and the over or under recovery amounts shall be divided against the total number of Radios in use to reach a per-radio fee. Changes in radio quantity by the CITY or other users of the Radio System after the count and throughout the year will not be assessed or billed until the next fiscal year. No reconciliation, reimbursements or assessments will be made to the users based on actual usage throughout the year.

F. The DEPARTMENT shall bill the CITY once annually for CITY's percentage of Operational Costs based on CITY's radio units and the per-radio fee. The exact billing date will depend upon the DEPARTMENT's budget schedule and any billing arrangements made with the CITY.

G. The actual costs paid by CITY during the initial ten-year term shall not exceed the limits shown in ATTACHMENT A for any individual fiscal year or the aggregate total for the full ten-year term. In any subsequent renewal term the actual costs paid by CITY shall also not exceed the limits shown in ATTACHMENT A. If the Operational Costs billed to CITY exceed the not to exceed limits shown in ATTACHMENT A, CITY shall have 90 calendar days

in which to reduce the number of radios operating on the Radio System to bring the Operational Costs billed to CITY within the not to exceed amount, request that the CITY Board of Supervisors increase the not to exceed amount, or both. If CITY reduces the number of radios that CITY operates on the Radio System for this purpose, any shortfall produced by this reduction shall be included in the calculation of the following fiscal years' over or under amount; the DEPARTMENT shall not recalculate the per-radio Operational Cost for the applicable fiscal year.

H. It is the CITY's desire to operate mission-critical-push-to-talk (MCPTT) devices on the Radio System. Costs to operate MCPTT devices on the system have not been determined and will be decided by the Governance Board, the User Committee, the Budget Office and the Legislature. Based upon that cost determination, the DEPARTMENT will be responsible for core licensing and the CITY will be responsible for the device licensing associated with the MCPTT devices. Once a determination on cost has been reached, this function will be included as an amendment to this agreement and to ATTACHMENT A.

I. Costs of required improvements incurred solely for the benefit of the CITY (e.g., enhancing in-building coverage) or replacement costs of end-user equipment (mobile/portable radios, desktop base stations, dispatch consoles, etc.) are the sole financial responsibility of the CITY. The purchase, maintenance, and repair of CITY-owned end-user equipment (mobile/portable radios, desktop base stations, call recording equipment, dispatch consoles, etc.) shall be the responsibility of the CITY.

J. The costs and the use of dispatch services, if utilized and contracted separately, shall be the sole responsibility of the CITY.

K. The CITY shall be responsible for the operating, maintenance, and repair costs associated with connecting to the Radio System from the point of demarcation as defined in Item 3 to the participating agency radio system equipment. The Radio System is comprised of Central Switching equipment and Mountain Top communications sites located throughout the State.

L. The DEPARTMENT shall be responsible for the maintenance, repair, and operation of the Central Switching equipment, the Mountain Top communications sites, and associated infrastructure.

M. If a charge is not paid in full within ninety (90) calendar days following any scheduled due date, the CITY shall be in default.

3. Point of Demarcation for Responsibility of Equipment

Unless otherwise determined by separate agreement, the demarcation point between DEPARTMENT responsibility for maintenance, repair, and operation of the Central Switching equipment, the Mountain Top communications sites, and associated infrastructure, and the CITY responsibility shall be the mobile or portable radios, desktop base stations, call recording equipment dispatch consoles, and Bi-Directional Amplifiers or other in-building communications enhancements.

4. Purchase of Radio System Compatible Equipment

A. The CITY agrees to meet Radio System specifications as determined by the DEPARTMENT, including brands and models when appropriate, for associated equipment used to interconnect to the Radio System. The DEPARTMENT recommends that it be contacted for the minimum equipment level recommended for purchase to preclude the CITY's purchase of improper equipment that may not be used on the Radio System.

B. The purchase of certain Radio System equipment, licensing, and services must be made by the DEPARTMENT in accordance with Agreement number P697-16-016. DEPARTMENT agrees to make these purchases when required on behalf of the CITY. The DEPARTMENT shall provide CITY a copy of the paid invoice. CITY agrees to reimburse NDOT for approved purchases upon receipt of the original invoice, equipment, licensing, and services. DEPARTMENT agrees to transfer ownership of the equipment and licensing to the CITY upon receipt of reimbursement. Upon termination of this agreement the equipment and licensing transferred to the CITY shall remain the property of the CITY.

5. CITY Participation in DEPARTMENT User Group and Technical Advisory Committee

As defined in Agreement NM117-17-016, CITY shall be entitled to participation and one vote in the NSRS User Group and participation as a non-voting member on the NSRS Technical Advisory Committee.

ARTICLE IV - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including June 30, 2029. This Agreement shall be automatically renewed for an additional ten-year period on the last day of each ten-year term.

2. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause at any time, provided that a unilateral termination shall not be effective until one hundred and twenty (120) calendar days after a party has served written notice upon the other party. Upon termination, DEPARTMENT shall reimburse CITY's operating fees charged for the applicable fiscal year, pro-rated from the date that the last CITY radio is deregistered until the end of the fiscal year. The parties' payments and services provided under this Agreement are contingent upon the availability of the necessary public funding, and the parties expressly agree that this Agreement shall be terminated immediately if for any reason one party is unable to acquire and appropriate the funding necessary to perform in accordance with the terms of this Agreement or federal and/or State Legislature funding is withdrawn, limited, or impaired. No claim or cause of action may be based upon any non-appropriation.

3. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party through its execution of this Agreement on the signatory lines below.

4. The DEPARTMENT agrees to provide the CITY, for its exclusive use, system-user assignments (Logical Identifier's (LID's), IP addresses, etc.) on the radio system. The CITY agrees to provide annually to the DEPARTMENT the actual number of radio system units for the fiscal year, which will become the basis for establishing system billings.

5. The DEPARTMENT agrees to provide the CITY limited access to the applications and services necessary to configure, program, and maintain the CITY managed equipment and to monitor the health and status of the Radio System. All programming software, programming cables, Software Programming Licensing and Training to be the responsibility of the CITY.

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT: Kristina Swallow, P.E., Director
Attn.: Richard Brooks
Nevada Department of Transportation
Traffic Operations Division
1263 South Stewart Street
Carson City, NV 89712
Phone: (775) 888-7886
E-mail: rbrooks@dot.state.nv.us

FOR CITY: Darren Schulz, P.E., Director
Attn.: James Jacklett
Carson City Public Works
3505 Butti Way
Carson City, NV 89701
Phone: (775) 887-2355
E-Mail: jjacklett@carson.org

7. Each party agrees to keep and maintain under generally accepted accounting principles, full, true, and complete records and documents (written, electronic, computer related or otherwise) pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

8. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, but not limited to, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

9. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

10. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees and costs arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

12. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

13. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach, including another breach of the same provision.

14. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

15. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

16. Except as otherwise provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

17. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

18. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement. The confidentiality obligations imposed by this section are subject to Article III, section 17; disclosure under NRS Chapter 239.

19. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

20. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

21. The DEPARTMENT does not provide any warranty that the estimate of Operational Cost or Depreciation Cost that the DEPARTMENT may provide is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The annual Operating Costs may vary widely and shall be calculated as provided in Article III, Section 2 of this Agreement. In no event shall DEPARTMENT be liable for costs in excess of the amounts appropriated by the Legislature for purposes of this Agreement.

22. The CITY does not provide any warranty that the estimate of Radio Units is an accurate reflection of the final amount. The CITY disclaims any such warranty. The annual Operating Costs due to the DEPARTMENT shall not exceed the amounts provided in ATTACHMENT A. The per-radio Operating Costs shall be calculated and charged to CITY as provided in Article III, Section 2. In no event shall CITY be liable for costs in excess of the amounts appropriated by the CITY Board of Supervisors for purposes of this Agreement.

23. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

24. In connection with the performance of work under this Agreement, the parties agree 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 parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

25. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CARSON CITY, NEVADA

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Name (Print)

Approved as to Legality & Form:

Title (Print)

Deputy Attorney General

Approved as to Form:

District Attorney

DRAFT

Attachment A

BILLING PERIOD	DESCRIPTION	RADIO UNITS	ESTIMATED UNIT FEE	NOT TO EXCEED OPERATIONAL COSTS
FY 20	Statewide Radio System usage	200*	\$705**	\$141,000
FY 21	Statewide Radio System usage	300*	\$705**	\$211,500
FY 22	Statewide Radio System usage	500*	\$705***	\$352,500
FY 23	Statewide Radio System usage	800*	\$705***	\$564,000
FY 24	Statewide Radio System usage	900*	\$705***	\$634,500
FY 25	Statewide Radio System usage	900*	\$705***	\$634,500
FY 26	Statewide Radio System usage	900*	\$705***	\$634,500
FY 27	Statewide Radio System usage	900*	\$705***	\$634,500
FY 28	Statewide Radio System usage	900*	\$705***	\$634,500
FY 29	Statewide Radio System usage	900*	\$705***	\$634,500
TOTAL				\$5,076,000

BILLING PERIOD	DESCRIPTION	RADIO UNITS	ESTIMATED UNIT FEE	NOT TO EXCEED OPERATIONAL COSTS
Subsequent Renewal Term Individual Year	Statewide Radio System usage	900*	\$705***	\$634,500

*The actual number of radio units in operation each year is subject to change based upon Carson City operational requirements. The projected quantities are provided for funding approval. The actual number of radio units in operation may also vary depending on an increase or decrease of the per radio unit fee so that, absent an amendment to the Agreement, Carson City may remain within the not to exceed operational costs.

**The Department of Administration has projected the annual fee for end-user radio units at \$705/unit for the 20/21 biennium. This is tentative and will be approved by the legislature.

***The Department of Administration will determine the annual end-user radio unit fee at the end of each biennium based upon actual system costs and utilizations. The legislature approves the fee each session. As a result, the unit fee may increase or decrease.

BeOn Mission Critical Push-to-Talk(MCPTT)

The Department of Administration and Legislature will determine the annual unit cost for the BeOn application on the statewide radio system. This cost will be charged for each user when determined. Resource availability on the current EDACS system limit the availability of assignment for this application and requests will be considered individually based upon these limitations.



Nevada Department of Transportation
Traffic Operations (TO)



Attachment A

Nevada Shared Radio System (NSRS)

Governance Structure

For the Integrated Land Mobile Radio System

March 23, 2017
Final

Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712-0001



Table of Contents

1. Purpose.....	4
2. Authority and Structure	4
3. Responsibilities of the Board.....	5
4. Responsibility of the System Administrator	5
5. Selection of the System Administrator	6
6. Responsibilities of the Technical Advisory Committee	7
7. Responsibilities for the User Group	7

List of Tables

Table 1: List of Commonly Used Abbreviations, Acronyms, and Definitions	3
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List of Tables

Figure 1: Governance Structure	4
---	---



Attachment A
NSRS Radio System Governance Structure

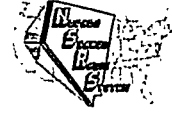


Table 1: List of Commonly Used Abbreviations, Acronyms, and Definitions

Item	Description
Board	Governance Board
NDOT	Nevada Department of Transportation
NVE	NV Energy
WC	Washoe County
LMR	Land Mobile Radio
NSRS	Nevada Shared Radio System
SA	System Administrator is appointed by the Governing Board
SIO	System Infrastructure Owner is a party to the NSRS Contract and a member of the NSRS that has significant infrastructure
SLA	Service Level Agreement
SSA	Sub-System Administrator acts on behalf of each SIO to approve and implement changes within its system
TAC	Technical Advisory Committee
UG	User Group



GOVERNANCE STRUCTURE

1. PURPOSE

1.1. To govern and administer the affairs of the Nevada Shared Radio System (“NSRS”).

2. AUTHORITY AND STRUCTURE

2.1. The NSRS Governance Board (the “Board”) represents the three system owners: (i) State of Nevada, acting through its Nevada Department of Transportation (“NDOT”); (ii) Nevada Power Company and Sierra Pacific Power Company collectively dba NV Energy (“NVE”); and (iii) Washoe County (“WC”), each of which own, operate, and maintain, in cooperation with each other, the NSRS. The system owners are collectively known as the System Infrastructure Owners (“SIOs”) and each individually as System Infrastructure Owner (“SIO”).

2.1.1. Each system owner also has sub-agencies who use the NSRS on a day-to-day basis (the “Users”).

2.2. The Board is charged with the authority and responsibility for the approval of new SIOs and to govern the affairs of the NSRS, including oversight of: (i) the System Administrator (“SA”); (ii) the Technical Advisory Committee (“TAC”); and (iii) User Group(s) (“UG”).

2.2.1. The purpose of this document is to establish the organizational structure and procedures of the Board, the System Administrator, TAC, and the Users as well as to clarify the authority and purpose for this Board.

2.2.2. All matters brought before the Board requiring a decision shall be resolved by majority vote of its voting members.

2.3. An organizational chart of the Governance Board, the Technical Advisory Committee, the System Administrator, and the Users is depicted below (Figure 1: Governance Structure).

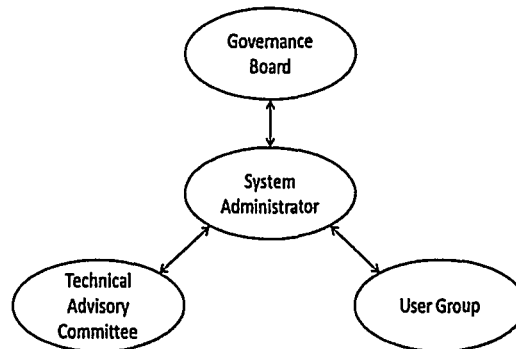


Figure 1: Governance Structure



3. RESPONSIBILITIES OF THE BOARD

3.1. Duties

- 3.1.1. Establish and maintain LMR system policies and procedures to ensure successful operation of the NSRS and the Governance Board.
- 3.1.2. Develop an annual NSRS budget for System Administrator support.
- 3.1.3. Appoint a System Administrator.
- 3.1.4. Establish the responsibilities of the System Administrator.
- 3.1.5. Establish the required staffing levels necessary for system administration.
- 3.1.6. Authority to create committees necessary to fulfill the mission of the NSRS.
- 3.1.7. The Board shall meet quarterly and at other times as determined by the Board.
- 3.1.8. The actions of the Board must be performed in an open meeting with a quorum of its members present.
 - 3.1.8.1. No action by the Board may be taken without a quorum present.
 - 3.1.8.2. No action may be taken on any matter that is not listed on the agenda for the meeting being conducted.
 - 3.1.8.3. A quorum of the Board shall consist of the presence of one voting member from each of the three (3) SIOs.
- 3.1.9. Comply with Nevada Open Meeting Law.

3.2. Members of the Board

- 3.2.1. This Board shall consist of one (1) voting representative from each SIO.
- 3.2.2. Each Board Member shall have decision making and funding authority for its SIO.
- 3.2.3. Each SIO shall appoint its member in writing to the Board.
- 3.2.4. Each SIO shall appoint a proxy that complies with **Section 3.2.2.**, and **Section 3.2.3.**

4. RESPONSIBILITY OF THE SYSTEM ADMINISTRATOR

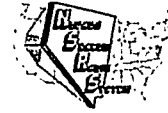
4.1. Duties



- 4.1.1. Report directly to the Board.
- 4.1.2. Draft and review all policies and procedures pertaining to the operations and maintenance of the NSRS for submittal to the Board.
- 4.1.3. Draft the annual budget for system administration for submittal to the Board.
- 4.1.4. Provide an administrative report at each Board meeting or as established in the Board's policies and procedures.
- 4.1.5. Responsible for administering day-to-day operations of the entire NSRS.
- 4.1.6. Long-term system planning, upgrades, and expenditures to be submitted to the Board for its approval.
- 4.1.7. Act as a single point of contact for NSRS.
- 4.1.8. Act as a non-voting facilitator for the TAC, UG, and Board meetings.
- 4.1.9. Establish UG structure, roles, and responsibilities.
- 4.1.10. Coordinate billing between members.
- 4.1.11. Coordinate the sharing of assets and inventory between the SIOs.
- 4.1.12. Maintain a list of approved vendor equipment.
- 4.1.13. Maintain shared documents, meeting agendas, meeting minutes, system updates, and work orders on a central repository accessible by all members for all NSRS meetings.
- 4.1.14. Conduct statewide, real-time system monitoring for status and alarm conditions.
- 4.1.15. Coordinate with the Sub-System Administrators (SSA) for the resolution of system or network operational issues.
- 4.1.16. Promote and provide education regarding the NSRS Land Mobile Radio (LMR) system.
- 4.1.17. Other duties as directed by the Board.

5. **SELECTION OF THE SYSTEM ADMINISTRATOR**

- 5.1. The TAC will work together in good faith to create a Statement of Work for the System Administrator role (the "SA SOW") The TAC will start developing the SOW once this agreement has been fully executed.
- 5.2. The TAC must unanimously approve the SA SOW. Any disputes will be resolved in



accordance with this Governance Structure.

- 5.3. Once the SA SOW is finalized, NDOT will administer a Request for Proposal (“SA RFP”) for the SA position. The SA RFP will include a requirement that the SA have experience with LMR systems. The TAC will evaluate the Proposals received in response to the SA RFP and unanimously agree on the recommendation of the winning proposer. The TAC will forward its recommendation to the Governance Board for its approval. Any disputes will be resolved in accordance with this Governance Structure.

6. RESPONSIBILITIES OF THE TECHNICAL ADVISORY COMMITTEE

6.1. Duties

- 6.1.1. Review, approve, and resolve technical issues related to the NSRS.
- 6.1.2. Recommend system upgrades and enhancement to the Board per the governance policy.
- 6.1.3. Review UG requests for enhancements and provide recommendations to the Board.
- 6.1.4. All matters brought before the TAC requiring a decision shall be resolved by majority vote of its members.
- 6.1.5. The TAC will meet quarterly or as its members deem necessary.

6.2. Voting Members of the TAC

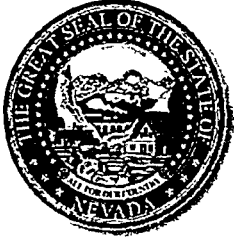
- 6.2.1. Each SIO shall appoint its TAC members in writing to the SA.
- 6.2.2. Only one (1) TAC member from each SIO shall have voting authority.
- 6.2.3. If the TAC voting member is temporarily unavailable to attend a meeting of the TAC, the SIO shall appoint a proxy that complies with **Section 6.1**

6.3. Non-Voting Attendees

- 6.3.1. TAC members may bring Subject Matter Experts (SME) to meetings.

7. RESPONSIBILITIES FOR THE USER GROUP

- 7.1. The UG shall follow established Board governance policies and procedures.
- 7.2. The UG submits recommendations or requests to the TAC.



Nevada Department of Transportation
Traffic Operations (TO)



Document B

Nevada Shared Radio System (NSRS)

**Radio System Service Level Agreement (SLA)
For the Integrated Land Mobile Radio System**

March 23, 2017
Final

Nevada Department of Transportation
1263 South Stewart Street
Carson City, NV 89712-0001



Table of Contents

1.	Overview	4
2.	General Requirements	4
3.	Access Authorization	5
4.	Maintenance Service Level	5
5.	System Maintenance.....	5
6.	Reporting Requirements.....	6
7.	Service Requests	6
8.	Outages	6

List of Tables

Table 1:	List of Commonly Used Abbreviations, Acronyms, and Definitions	3
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Table 1: List of Commonly Used Abbreviations, Acronyms, and Definitions

Item	Description
Board	Governance Board
NDOT	Nevada Department of Transportation
NVE	NV Energy
WC	Washoe County
LMR	Land Mobile Radio
NSRS	Nevada Shared Radio System
SA	System Administrator is appointed by the governing board
SIO	System Infrastructure Owner is a party to the NSRS Contract and a member of the NSRS that has significant infrastructure
SLA	Service Level Agreement
SSA	Sub-System Administrator acts on behalf of each SIO to approve and implement changes within its system
TAC	Technical Advisory Committee
UG	User Group



SERVICE LEVEL AGREEMENT (SLA)

1. OVERVIEW

The purpose of this document is to establish a minimum level of quality, response times, service, and access required to maintain the statewide Land Mobile Radio (LMR) system. The System Infrastructure Owners (SIOs) for the Nevada Shared Radio System (NSRS) are Washoe County (WC), NV Energy (NVE), and Nevada Department of Transportation (NDOT) (individually, each a SIO). The NSRS is a statewide Public Safety radio system utilized by agencies throughout the State of Nevada. The NSRS Governance Board (GB) establishes and maintains system policies and procedures to ensure successful operation of the NSRS.

Each SIO will perform radio system maintenance and repairs of NSRS components that consist of electronic equipment, civil infrastructure, communications backhaul, licensing, permits, and all ancillary devices and equipment (hereinafter referred to as the "SYSTEM") to provide a robust, sustainable, and fully functional radio system.

Each SIO is required to provide oversight and accountability for their respective part of the NSRS. Service levels for the SYSTEM include annual inspections and preventative maintenance of system core and mountaintop radio sites, on-call maintenance, emergency maintenance, scheduled repair of equipment, repair of sites due to weather damage, equipment failure, and or other circumstances and any other maintenance deemed necessary by the SIO.

This Service Level Agreement ("SLA" or "Agreement") ensures the proper elements and commitments are in place to provide timely and consistent NSRS service support for a reliable communications system for first responders and public safety personnel.

2. GENERAL REQUIREMENTS

- 2.1. The SIOs will perform radio SYSTEM maintenance and repairs of NSRS components that consist of electronic equipment, civil infrastructure, communications backhaul, licensing, permits, and all ancillary devices and equipment to provide a robust, sustainable, and fully functional radio system.
- 2.2. Each SIO shall be staffed to maintain the SYSTEM in a manner that supports a robust Public Safety radio system.
- 2.3. Each SIO shall provide 24/7 response to emergency outages to the SYSTEM.
 - 2.3.1. An emergency outage is defined as an unscheduled outage that significantly reduces SYSTEM performance within a geographical area.
- 2.4. All scheduled maintenance and upgrades that require an outage at a site or system level shall be coordinated with the SA and meet the requirements of **Section 8** herein.
- 2.5. Each SIO will maintain, repair or install a LMR system that complies with all current Federal and State of Nevada Regulations and Safety Standards.



- 2.6. The SYSTEM components used shall be compatible with the NSRS equipment and conform to the manufacturer's specifications.
- 2.7. Each SIO shall assist third-party providers in the restoration of SYSTEM services.
- 2.8. All SYSTEM software and firmware updates shall be approved by the TAC before inclusion.
- 2.9. Each SIO shall employ staff or consultants able to determine a technical approach and possess the proper Qualifications, Professional Certifications, Equipment, and Experience necessary to maintain the SYSTEM.

3. ACCESS AUTHORIZATION

- 3.1. Each SIO shall provide and implement a reasonable policy that will allow escorted and unescorted access to its NSRS facilities and locations by the other SIOs.
 - 3.1.1. Such policy shall be approved by the Board.

4. MAINTENANCE SERVICE LEVEL

- 4.1. Each SIO shall assure the SYSTEM operates in compliance with FCC Title 47, Parts 90 & 101, and as specified by its manufacturer.
- 4.2. Each SIO shall perform SYSTEM maintenance and inspections of all SIO-owned equipment as defined in the National Public Safety Telecommunications Council (NPSTC) final report, entitled "Defining Public Safety Grade Systems and Facilities," (latest release which may be reviewed at <http://npstc.org>).
 - 4.2.1. The reoccurring maintenance schedule can be extended to eighteen (18) months upon approval of the Board.
- 4.3. All equipment not operating within current FCC rules and regulations or manufacturer specifications, shall be repaired, replaced, or removed from service and replaced with equipment necessary to continue the prior level of area coverage and service.
- 4.4. Any non-operating equipment which reduces a site to partial functionality shall be reported to the SA and meet the requirements of **Section 8**.
- 4.5. Equipment removed from service shall be repaired and returned to service at the earliest opportunity.

5. SYSTEM MAINTENANCE

- 5.1. Each SIO will furnish, store, and maintain an adequate supply of spare equipment in support of its portion of the SYSTEM.
- 5.2. In the event of a catastrophic failure, each SIO shall have the ability to share SYSTEM equipment with other SIOs. Shared SYSTEM equipment shall be returned to the original SIO within ninety (90) days.



6. REPORTING REQUIREMENTS

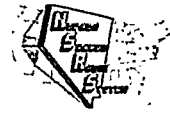
- 6.1. Each SIO shall maintain a detailed SYSTEM maintenance report on each and every service action as described in operations and maintenance policies and procedures outlined in the NSRS governance structure section 4.1.2.
- 6.2. Each SIO shall send a Monthly SYSTEM maintenance report to the SA.
 - 6.2.1. This information shall be provided in a quarterly report to the TAC for its review.

7. SERVICE REQUESTS

- 7.1. Each SIO shall provide business and after hours telephone and email support for its portion of the SYSTEM.
 - 7.1.1. Coverage parameters specific to the service(s) covered in this Agreement are as follows:
 - 7.1.1.1. Business hours support: 8:00 A.M. to 4:00 P.M. Monday – Friday
 - 7.1.1.2. Outside of business hours or on holidays will be forwarded to the on-call support staff.
 - 7.1.2. Email support: Monitored 8:00 A.M. to 4:00 P.M. Monday – Friday
 - 7.1.2.1. Emails received outside of office hours or on holidays will be addressed the following working day.
- 7.2. In support of services outlined in this Agreement, each SIO will respond to service-related incidents and/or requests submitted by the end user or other SIOs as described in operations and maintenance policies and procedures outlined in the NSRS governance structure section 4.1.2, within the following time frames:
 - 7.2.1. Zero (0) – two (2) hours for issues classified as High priority.
 - 7.2.2. Within 24 (24) hours for issues classified as Medium priority.
 - 7.2.3. Within three (3) working days for issues classified as Low priority.
- 7.3. Assistance from other SIOs and end users will be provided in accordance with the above timescales dependent on the priority of the support request.

8. OUTAGES

- 8.1. Scheduled Outages
 - 8.1.1. Each SSA shall request a service outage from the SA.
 - 8.1.2. The SA shall notify all SSAs and Users of an outage a minimum of forty-



eight (48) hours in advance of the scheduled outage.

- 8.1.3. The SSAs and Users shall respond within the next working day to the SA regarding any conflicts with the scheduled outage.
- 8.1.4. Each SSA shall not proceed with the SYSTEM outage without concurrence from the SA.
- 8.1.5. The SSA responsible for a service outage shall notify the SA immediately when the outage extends beyond the scheduled time provided in the notice required under subsection 8.1.2.

8.2. Emergency Outages

- 8.2.1. The SSA shall acknowledge receipt of notice of an emergency outage within two (2) hours as described in operations and maintenance policies and procedures outlined in the NSRS governance structure section 4.1.2.
- 8.2.2. The SSA shall evaluate, assess, and determine a course of action for the emergency outage within six (6) hours of receipt.
- 8.2.3. The SSA shall immediately notify the SA on the status of any emergency outage and provide the SA with timely updates during such outage.

8.3. The SSA shall promptly report service restoration to the SA.

8.4. The SA shall promptly notify SSAs and Users when service has been restored.

NEVADA SHARED RADIO SYSTEM CONTRACT

This Contract, made and entered into on _____, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT"), Washoe County, Nevada, a political subdivision of the State of Nevada (hereinafter "COUNTY"), and Nevada Power Company ("NPC") and Sierra Pacific Power Company ("SPPC") (collectively dba NV Energy) (hereinafter "NVE"). Individually they are each a "Party" and collectively they are the "Parties."

WITNESSETH:

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into contracts necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, Washoe County Code 5.456 authorizes the Chief Information Management Officer for Washoe County to enter into agreements with public and private entities which allow for the shared use, operation, maintenance, upgrade, and replacement of telecommunications systems in general and the 800 MHZ system in specific, provided the agreements are presented to the Board of County Commissioners for final approval; and

WHEREAS, the Parties independently own and operate communication sites and facilities which support common trunking and wide area mobile radio systems in Nevada which is commonly known as the "Land Mobile Radio" system ("LMR"); and

WHEREAS, the DEPARTMENT has obtained licenses from the Federal Communication Commission (FCC) for certain radio frequencies and is eligible to obtain additional radio frequencies ("Licensed Frequencies") in the Federal Communications Commission (FCC) Public Safety Category; and

WHEREAS, the DEPARTMENT's licensed frequencies are required to operate a shared LMR system for use by public safety agencies as required in the FCC Public Safety Category; and

WHEREAS, the State of Nevada, acting by and through its Department of Transportation, on behalf of certain Federal, State and Local Government agencies and Public Utilities, is the holder of a FCC waiver dated July 10, 1995, and informationally updated January 15, 2015, authorizing the State of Nevada to share the use of certain frequencies; and

WHEREAS, NPC and the DEPARTMENT entered into the Shared Use Trunking Radio Contract No. PR 125-96-002, dated March 20, 1996, Amendment 1 dated March 16, 1997, Amendment 2 dated June 3, 2004, Amendment 3 dated January 5, 2005, Amendment 4 dated January 5, 2005, and Amendment 5 dated February 19, 2015; and

WHEREAS, SPPC and the DEPARTMENT entered into the Shared Use Trunking Radio Contract No. PR 223-97-002 dated April 10, 1997; and

WHEREAS, COUNTY and DEPARTMENT are parties to an agreement commonly referred to as the Washoe County Regional Communication System Interlocal Agreement which describes the rights and duties of the COUNTY and DEPARTMENT with regard to the shared use and operations of the radio and communications systems in Washoe County which are the subject matter of this Contract; and

WHEREAS, COUNTY and NVE have no formal written agreement for the shared use of their respective radio and communications systems which are the subject matter of this Contract and now seek to formalize the relationship of NVE, the DEPARTMENT, and COUNTY; and

WHEREAS, the Parties have determined that it is feasible and beneficial for the Parties to continue to operate and combine their LMR systems as the Nevada Shared Radio System ("NSRS"). In doing so, each Party will become a System Infrastructure Owner (SIO) and collectively Systems Infrastructure Owners (SIOs); and

WHEREAS, the DEPARTMENT has determined that a provision of services is required for the operation and maintenance of the NSRS and such project is necessary for the governance, operations, and maintenance of the NSRS; and

WHEREAS, the purpose of this Contract is to establish the roles and responsibilities of each PARTY in the operation and maintenance of the NSRS; and

WHEREAS, the NSRS consists of electronic equipment, civil infrastructure, communications backhaul, and all ancillary devices and equipment to assure a fully operational public safety grade radio system; and

WHEREAS, certain radio equipment presently used by the Parties has become obsolete and no longer supported by their manufacturers requiring that new equipment be procured; and

WHEREAS, the Parties wish to jointly enter into a procurement to identify a common vendor from whom the Parties will independently purchase needed equipment and services; and

WHEREAS, the DEPARTMENT's, NVE's and COUNTY' services related to the NSRS will be of great benefit to each of the Parties, to the people of Washoe County, and to the State of Nevada.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants hereinafter contained, it is agreed by and between the Parties as follows:

ARTICLE I - PERFORMANCE

1. The Parties (along with any other Federal, State or Local Government agency or Public Utility authorized as a part of the FCC waiver) are to utilize and share public safety radio frequencies and to participate in the benefits and support of the NSRS for the public good.
2. The DEPARTMENT, on behalf of the State of Nevada, agrees to allow COUNTY and NVE to jointly operate communications equipment on Frequencies licensed to State by the FCC for purposes of operating the NSRS.
3. The Parties agree to operate the NSRS in a cooperative manner benefiting all participants on the NSRS. The Parties agree to establish and maintain the Governance Structure outlined in Attachment "A," attached hereto and incorporated herein, and to provide, at a minimum, the service and maintenance responsibilities of the Parties as contained in the Service Level Agreement ("SLA") included as Attachment "B," attached hereto and incorporated herein.

4. The Parties agree to furnish all labor, materials, services, equipment, tools, and other expenses necessary to perform the professional services required under the terms of this Contract, except as specifically provided otherwise herein. As the NSRS is established to equally benefit all Parties, and except as otherwise provided in this Contract or the Attachments hereto, the majority of these services will be considered to be an in-kind based exchange.

5. The Parties agree to use the DEPARTMENT's Request for Proposal ("RFP") procurement process to evaluate and select a single vendor from whom each and every individual Party will purchase its needed equipment and services for the NSRS, which may be purchased either directly through the selected vendor or an integrator acting on its behalf (see the RFP attached hereto as Attachment "C" and incorporated herein).

6. The Parties acknowledge and agree that other appropriate entities who wish to become part of the NSRS may do so provided that each new Party to this Contract shall be responsible for providing system expansion equipment, as required and specified by the Governance Board, or will fully compensate another Party for expanding its radio system to accommodate the new Party's obligation. Capital funding for system expansion will be the sole responsibility of any new Party wishing to participate in this Contract and NSRS or at the discretion of the Governance Board.

7. All Sites shared between two or more Parties, as described in Attachment "2" Existing and Candidate Sites Information to Attachment "C" "RFP" to include future Sites, shall be available to the Parties herein at all times provided approval is obtained from the Party controlling access to that specific Site. Approval shall not be unreasonably withheld from any Party requesting access to any Site.

8. Each Party will be responsible for its own Site's(s') design, construction, operations, and maintenance as described in Attachment "1" Scope of Services ("SoS") to Attachment "C" "RFP" to include candidate and future Sites. No Party to this Contract shall design, construct, operate, or maintain a NSRS Site contrary to the policies and procedures set forth by the Governance Board.

9. Each Party to this Contract shall be responsible for its own maintenance activities for its portion of the NSRS.

10. Each Party to this Contract shall strive to operate and maintain the NSRS and all its facilities and equipment with a minimum of disruption to the other Parties.

11. A Party shall have the right to suspend service temporarily for the purpose of making necessary repairs, for scheduled routine maintenance, and for making improvements to the NSRS in accordance with the SLA, Attachment "B."

12. All maintenance communications shall be considered operating communications as defined in Article III, Paragraph 8(g), of this Contract.

13. A Party may suspend service temporarily if ordered by a Court of Law or any agency having jurisdiction over such Party to this Contract. Service will be restored as soon as reasonably possible once the ordered suspension of service has been rescinded or otherwise remedied.

14. A Party may suspend service temporarily if a hazardous condition exists or if another Party is utilizing the NSRS in a forbidden or prohibited manner. Service shall be restored

as soon as reasonably possible once the hazardous condition is corrected or eliminated and/or the prohibited practice is discontinued.

15. A Party may suspend service during a Force Majeure condition as set forth in Article III, Paragraph 13, herein. Service shall be restored as soon as reasonably possible after the Force Majeure has been remedied.

16. The Parties agree that the solicitation and selection of a single vendor to provide all NSRS communications equipment required by each of the parties would be preferable for the joint operation of the NSRS. The Parties have therefore collaborated to prepare a RFP to be used for the selection of such a vendor, Attachment "C." The pertinent property and facilities are identified within the RFP.

ARTICLE II – TERMINATION OF PARTICIPATION

1. The Parties expressly agree that this Contract shall be terminated immediately if for any reason federal and/or State Legislature or COUNTY funding ability to satisfy this Contract is withdrawn, limited, or impaired, without penalty, charge or sanction. Notwithstanding the foregoing, and without binding the State Legislature and County Commission, DEPARTMENT and COUNTY anticipate that due to the life and safety requirements of the NSRS, the State Legislature and Board of County Commissioners for Washoe County will continue to provide the necessary funding for the DEPARTMENT and COUNTY to meet their obligations for the expected duration of this Contract.

2. This Contract may be terminated without cause by any of the Parties prior to the end of its term, provided that a two- (2-) year termination period shall commence to run thirty (30) calendar days after a Party has served written notice to terminate upon the other Parties in accordance with Article III, Paragraph 8.

3. This Contract may be terminated by mutual consent of all Parties or unilaterally by either of the Parties without cause providing the below-listed conditions to termination are met:

a. The remaining Parties must be able to obtain licensed frequencies from the FCC for their independent and sole use provided:

i. The other Parties must have filed applications with the FCC for use of radio frequencies within ninety (90) calendar days of receipt of a notice of intent to terminate.

ii. The DEPARTMENT will be under no further obligation to the other participants in this Contract should the other Parties fail to file such applications.

b. If no such frequencies are available for use by the other Parties, and timely applications were filed, then the DEPARTMENT shall maintain the required licensing and permitting necessary to allow the other Parties' use of the licensed frequencies until such time that the FCC approved use of such frequencies by the other Parties of this NSRS.

4. Should any Party elect to terminate its participation under this Contract in accordance with this Article II, the terminating Party:

a. Shall ensure continued operation of the NSRS for all Parties hereto and shall not remove, or cause to be removed, any equipment, software, or intellectual property during the two (2) year termination period.

b. Shall not sell, or cause to be sold, any real property or buildings during the two (2) year termination period that is being utilized by this NSRS.

c. Shall not disconnect, or otherwise cause any utility service interruption of any kind to this NSRS during the two (2) year termination period.

d. Shall not allow any lease, rent, or other payment lapse during the two (2) year termination period of any land, building, structure, hardware, communications backhaul, or software utilized by the NSRS.

e. Shall not allow any LMR system permits to lapse or otherwise cause to be cancelled during the two (2) year termination period.

f. Shall sell to the remaining Parties, the communications equipment that is being used as part of this NSRS at a depreciated book value to be determined at that time, subject to Nevada Legislative appropriations and State of Nevada property disposal laws then in effect, if any, or enter into new agreement(s) with the remaining Parties granting them permission to continue operation indefinitely and add any necessary equipment to any and/or all sites controlled by the terminating Party.

g. Shall not sell, or otherwise lease or rent any kind of radio service provided by or through this NSRS.

5. The following obligations shall survive termination of participation under this Contract:

a. Payment of any amounts due prior to or resulting from such termination.

b. The indemnity obligations contained herein.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Contract shall be from the date first written above through and including the December 31, 2018. This Contract shall be automatically renewed for an additional two (2) year period on the last day of each two-year term unless a Party notifies the other Parties in writing within one hundred twenty (120) calendar days prior to the automatic renewal of this Contract of its intention that this Contract expire at the completion of the two (2) year term then in effect.

2. This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each Party.

3. The NSRS shall be governed by a board of representatives of each of the Parties and structured as set forth in the Governance Structure, Attachment "A."

4. Each Party agrees to allow the other Parties' users to access their portion of the NSRS at no cost.

5. Each Party shall be solely responsible for its own operating expenses for their portion of the NSRS which shall consist of all costs, including user costs, associated with maintenance and operations of the NSRS.

a. The Parties have agreed to establish the position of System Administrator whose responsibilities is stated in the Governance Structure, Attachment "A." One of the Parties will employ the services of the System Administrator, whose cost will be shared equally by the Parties (one-third of the cost for each Party) and billed monthly by the Party employing such services to the other two Parties. If other appropriate entities are authorized to join the NSRS as SIO to the system, the cost the System Administrator shall be shared equally by all SIOs.

b. Upon approval of the Governance Board, a Party may enter into a separate and exclusive agreement with another Party to facilitate the installation, operation, repair or maintenance of a system owned or operated by another Party. Upon approval of the Board, any work performed in this manner which incurs an expense would be billed directly by the Party incurring such expense to the Party who agreed to pay such expense.

c. This Contract recognizes that each Party is subject to its own governing body's guidelines for budgeting and funding and the need for all Governance Board proposals and activities to be consistent with those guidelines. The Parties reserve the right to establish an operating budget for the Governance Board, with provisions for contribution by each of the Parties in the future, if it becomes necessary, by agreement of all Parties.

6. The Governance Structure, Attachment "A," describes the process for selection of a System Administrator. The System Administrator will prepare policies and procedures, approved by the Governance Board, for oversight of the NSRS. Those policies and procedures shall include, without limitation, the process for addressing the following items:

- a. Billing
- b. Payments
- c. Correction of Billing Errors
- d. Failure to Pay Bills
- e. Disputed Billings
- f. Payment of Past Due Bills

7. In the event the Parties are unable to efficiently and timely resolve a dispute concerning the interpretation and enforcement of this Contract or any matters arising therefrom, the below-described dispute resolution process shall be used:

a. Non Interference. No dispute between any of the Parties to this Contract shall interfere with the continued operation and maintenance of the NSRS, and all Parties shall diligently perform their obligations despite such dispute.

b. Governance Board to Resolve Dispute. If any dispute between any of the Parties should arise under the terms of this Contract, the dispute shall be submitted to the Governance Board for consideration and resolution. If the dispute is not resolved to the satisfaction of all parties through action of the Governance Board within thirty (30) calendar days, the disputing Parties will utilize a third party mediation process to resolve such dispute.

c. Third Party Mediation. Any dispute or cause of action between the Parties to this Contract, including, but not limited to, contract issues, tort issues, equity issues and the

interpretation of laws or regulations, not resolved to the satisfaction of all parties by the Governance Board within thirty (30) calendar days, shall be submitted to a mediation process. The mediation shall be administered by a mediator selected by agreement of the Parties. In the event that the Parties are unable to come to a mutual agreement regarding such dispute or cause of action through such mediation, the Parties may pursue legal action in accordance with Article III, Paragraphs 10 and 23, herein.

8. All written notices or submittals required by this Contract shall be sent either by hand-delivery, registered or certified U.S. mail return receipt requested, or overnight delivery and will be effective and deemed to have been received:

- a. When presented if hand-delivered; or
- b. On the third business day after the date delivered to the U.S. Post Office if sent by registered or certified U.S. mail; or
- c. On the next business day after the date delivered to an overnight delivery company if sent by overnight courier; and addressed to the other Parties at the addresses set forth below:

FOR DEPARTMENT: Rudy Malfabon, P.E., Director
Attn.: Jim Whalen
Nevada Department of Transportation
Division: Traffic Operations
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7080
Fax: 775-888-7090
E-mail: jwhalen@dot.nv.gov

FOR WASHOE COUNTY: John Slaughter, Washoe County Manager
POB 11130, Reno, NV 89520
1001 E. 9th St., Reno, NV 89520
Phone: 775-328-2060
Fax: 775-328-2491
E-mail: jslaughter@washoecounty.us

FOR NVE: Kevin Judice, Vice President and Chief Information Officer
NV Energy
6226 W. Sahara Ave.
Las Vegas, NV 89146
Phone: 702-402-5643
E-mail: KJudice@nvenergy.com

d. **Notice of Default.** Notices of an Event of Default related to disputes alleging breach of contract by a Party that are not resolved pursuant to Article III, Paragraph 7, shall require the use of any two (2) of the above means of delivery. Such notices shall be effective and deemed to have been delivered on the latest date of delivery when both means of delivery have been complied with.

e. **Notice Other Than for Default.** All other written communications regarding this Contract may be sent by any of the above means, by regular first class U.S. mail, facsimile, or by email.

f. Address for Notice. Unless provided in writing to the contrary, all notices shall be sent to the Parties as specified above.

g. Operating Communications. Routine communications and operating instructions shall be delivered as specified in the policies and procedures developed by the System Administrator in accordance with the Governance Structure, Attachment "A."

h. Emergency Communications. In emergencies, the Parties, shall endeavor to promptly notify the other Parties and may make such notice by any of the above means or verbally in person or by telephone, facsimile, or by email as specified in the SLA, Attachment "B."

i. Changes of Address and Contacts. The Parties shall have the right to change contact name, titles, and addresses by providing written notice to the other Parties as specified in the policies and procedures developed by the System Administrator in accordance with the Governance Structure, Attachment "A."

9. Record Keeping. Each Party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer-related, or otherwise) pertaining to this Contract and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after the Contract expires or is terminated.

10. Failure of any Party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to the recovery of actual damages, and the prevailing Party's reasonable attorney's fees and costs.

11. Insurance requirements of the Parties shall be as follows:

a. NVE is self-insured for the initial \$2,000,000 of coverage per occurrence for general liability purposes. NVE shall keep the insurance coverage described herein in force during the term of this Contract.

b. The DEPARTMENT and COUNTY, for the Term of this Contract and in exception to this Paragraph, shall be self-insured for any and all acts and omissions of and by its agents and employees.

c. Other third Parties, and a Party's users, shall maintain the following insurance coverage throughout the term of this Contract:

i. Worker's Compensation insurance in the form and manner required by the State of Nevada; and

ii. Comprehensive General Liability Insurance for personal injuries/death and property damage with a minimum coverage of \$2,000,000 per occurrence; and

iii. Comprehensive Automobile Liability with bodily injury and property damage with combined single limits of at least \$2,000,000.

d. Proof of Coverage. Parties shall provide each of the other Parties with proof of insurance coverage required herein prior to commencing the services set forth herein and annually thereafter.

e. Notice of Cancellation. Parties shall provide immediate written notification to all other Parties upon cancellation of any insurance coverage required herein.

12. The DEPARTMENT and COUNTY do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The Parties acknowledge that certain portions of NRS Chapter 41 apply to tort claims only, and this Paragraph is not intended to apply such provisions to contract claims arising between the Parties hereto. Contract liability of the Parties shall not be subject to punitive damages. Actual damages for any Party's breach shall never exceed the amount of funds which have been appropriated for payment under this Contract, if any, but not yet paid, for the fiscal year budget in existence at the time of the breach.

13. Force Majeure. No Party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. Indemnification.

a. Each Party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the Party, its officers, employees, and agents. In any claim or action NDOT and Washoe County shall assert, and will not waive, all sovereign immunity and damage limitations available to the State, a State agency, or a political subdivision of the State, as appropriate under NRS Chapter 41 or other applicable law. Any liability of NDOT and Washoe County under this section shall not exceed the liability allowed or permitted against an agency or political subdivision of the State of Nevada under NRS Chapter 41 in a direct action in tort against such agency or political subdivision. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any Party or person, described herein.

b. The indemnification obligation under this Paragraph is conditioned upon service of written notice in accordance with Article III, Paragraph 8, herein by the indemnified Party to the indemnifying Party within thirty (30) calendar days of the indemnified Party's actual notice of any actual or pending claim or cause of action. The indemnifying Party shall not be liable to hold harmless any attorney's fees and costs incurred by the indemnified Party's chosen right to participate with legal counsel.

15. The Parties are associated with each other only for the purposes and to the extent set forth in this Contract. Each Party is and shall be an entity separate and distinct from the other Parties and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one Party whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party or any other person.

16. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by any Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

17. The illegality or invalidity of any provision or portion of this Contract shall not affect the validity of the remainder of the Contract and this Contract shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Contract unenforceable. If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the Parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this Contract and is not replaced by an enforceable substitute provision.

18. Neither of the Parties shall assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the other Parties.

19. Except as otherwise provided by this Contract, all or any property presently owned by any Party shall remain in such ownership upon termination of this Contract, and there shall be no transfer of property between the Parties during the course of this Contract.

20. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The DEPARTMENT and COUNTY will have the duty to disclose the same unless a particular record is confidential by law or a common law balancing of interests.

21. Each Party shall keep confidential all information, in whatever form, produced, prepared, observed, or received by that Party only to the extent that such information is confidential by law or otherwise required to be kept confidential by this Contract.

22. The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract and that the Parties are authorized by law to perform the services set forth herein.

23. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Contract. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

24. Any alteration considered to be scope in excess of that scope provided for in this Contract shall be addressed through a written amendment to this Contract. The amount and payment for such extra scope, as well as designation of responsibility for payment of such scope, shall be specified in such written amendment.

25. It is specifically agreed between the Parties executing this Contract that it is not intended by any of the provisions of any part of this Contract to create in the public or any member thereof a third Party beneficiary status hereunder, or to authorize anyone not a Party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

26. In connection with the performance of work under this Contract, the Parties agree 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 Parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

27. The headings or paragraph titles contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the Parties, nor should they be used to aid in any manner in the construction of this Contract.

28. This Contract together with Attachments "A" through "C," inclusive, constitute the entire agreement of the Parties hereto and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto and approved by the Nevada Attorney General.

29. This Contract may be executed in any number of counterparts, and all such counterparts executed and delivered, such as an original, shall constitute but one and the same instrument.

30. Each Party agrees to perform any further acts and to execute and deliver any additional documents that may be reasonably necessary to effectuate any provisions of this Contract.

IN WITNESS WHEREOF, the authorized representatives of the Parties have caused their names to be signed hereon on the date first above written.

Washoe County

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Name and Title (Print)

Approved as to Legality and Form:

Approved as to Form:

Deputy Attorney General

Deputy District Attorney

Nevada Power Company
Sierra Pacific Power Company

Name and Title (Print)

Approved as to Form:

General Counsel

The attached document was submitted to the **Washoe County Board of Commissioners** during the meeting

held on 5-9-17

by Quinn Korbulic - IT Manager

for Agenda Item No. 9

and included here pursuant to NRS 241.020(7) as

amended by AB65 of the 2013 Legislative Session.

STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSAL

697-16-016

Project Specifications and Instructions
for Submitting a Proposal to Furnish

Nevada Shared Radio Replacement Project

Statewide

Due: **August 18, 2017**
No later than 11:00 A.M. PT



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

TABLE OF CONTENTS

SECTIONS

Section I - Background	3
Section II - Minimum Qualifications	3
Section III - Scope of Services	4
Section IV - Instructions to Proposer	4
Section V - Rules of Contact	14
Section VI - Proposer Questions	14
Section VII - DBE Requirements	15
Section VIII - Nevada Business License Requirement	15
Section IX - Selection Process	16
Section X - Disclosure of Current and Former State Employees	16
Section XI - Award Process	16
Section XII - Terms, Conditions, and Exceptions	17
Section XIII - Protest Procedure	18

ATTACHMENTS

Attachment 1 – Scope of Services	21
Attachment 2 – Existing and Candidate Sites Information	22
Attachment 3 – Existing Coverage Maps and Poor Coverage Areas	22
Attachment 4 – Shapefiles Needed for Coverage Studies	23
Attachment 5 – System Traffic Report for 2015	24
Attachment 6 – Existing 800 MHz Frequencies	25
Attachment 7 – NSRS Microwave System Information	26
Attachment 8 – RFP Pricing Instructions	27
Attachment 9 – NDOT Site Survey Checklists	28
Attachment 10 – Forms	29

FORMS

Form A – Statement of Qualification	31
Form B – RFP Pricing Forms	32
Form C – Conflict of Interest Disclosure Statement	33
Form D – Key Personnel	35
Form E – Compliance Matrix	36
Form F – Title VI Compliance Questionnaire	37

The intent of this Request for Proposal ("RFP") is to seek communications equipment providers. Proposers interested in submitting a proposal to supply communications equipment for the Nevada Shared Radio System ("NSRS") (the "PROJECT"). This RFP is being advertised to select one (1) firm with whom each of the NSRS partner members, the Nevada Department of Transportation ("DEPARTMENT"), Washoe County, and NV Energy, hereinafter individually each is a "MEMBER" and collectively the "MEMBERS") will subsequently, separately negotiate individual agreements with the selected Proposer for the NSRS communications equipment described in this RFP. The successful Proposer will enter negotiations with each MEMBER to provide the communications equipment such MEMBER requires to support its obligations under the separate NSRS Contracts between the MEMBERS.

The DEPARTMENT is responsible for conducting this procurement under its policies and the issuance of this RFP. Issuance of this RFP shall in no way constitute a commitment by any of the MEMBERS to execute an agreement with a Proposer.

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

The laws of the State of Nevada will be applied in interpreting and enforcing the RFP and subsequent agreement(s) arising from this RFP, if any. The Proposers consent to the exclusive jurisdiction of the Nevada state district courts for the interpretation and/or enforcement of this RFP and subsequent agreement(s) arising from this RFP, if any.

In connection with this RFP and subsequent agreement(s) arising from this RFP, if any, Proposers shall comply with all applicable laws in all aspects in connection with the procurement process of this PROJECT and the performance of subsequent agreement(s) arising from this RFP, if any.

SECTION I - BACKGROUND

The PROJECT's purpose is to replace the existing NSRS with a new system capable of supporting Project 25 (P25) Phase 1 and P25 Phase 2 technology. The new system shall provide enhancements to existing system functionality, coverage, and capacity specified in this RFP. The Proposer shall be responsible to provide a full turnkey solution, including to design, develop, deploy, and cutover the full system with minimal interruption of service to the existing mission-critical system.

The DEPARTMENT's goals for the PROJECT are to deploy a communication system that provides critical mobile and portable on-street coverage across the state of Nevada. The system will incorporate sub-systems for the DEPARTMENT, NV Energy and Washoe County, while together operating as an integrated statewide communication system providing seamless communication for all users.

SECTION II - MINIMUM QUALIFICATIONS

Statement of Qualifications (SOQ), (see Attachment 10, Form A) will first be reviewed to determine if minimum qualification requirements are met. Qualifications will be evaluated solely based upon information submitted in the SOQ; therefore, the SOQ must include sufficiently detailed information to clearly establish that the Proposer meets the minimum qualifications. Any Proposals submitted that do not meet the minimum qualification requirements, as outlined below, will be disposed of in an appropriate manner, at the sole discretion of the DEPARTMENT, and without further review. All minimum qualifications must be held at time of submittal unless otherwise indicated.

Minimum Qualification Requirements:

1. Proposers must currently manufacture radio system infrastructure equipment including system control equipment and site infrastructure equipment, that meets the requirements of the technical specifications outlined in the Scope of Services.
2. Proposer firms shall have a minimum of 20 years of experience in the design and installation of trunked radio systems.

SECTION III - SCOPE OF SERVICES

Please see Attachment 1 - Scope of Services for the detailed scope of services.

SECTION IV - INSTRUCTIONS TO PROPOSER

Table IV	
Task	Date
RFP Advertised	May 10, 2017
Site Visits	Week of May 22, 2017
Proposers' Questions Due	June 8, 2017 at 11:00 A.M. PT
DEPARTMENT's Response to Proposers' Questions	June 29, 2017
Proposals Due	August 18, 2017 at 11:00 A.M. PT

Site visits representing a cross section of typical NSRS sites will be conducted only at the request of the Proposers. Each Proposer is required to respond to the DEPARTMENT's Authorized Representative by May 17, 2017, if you plan to attend. Site visits will commence on May 22, 2017, and are expected to take up to three (3) full days. Site Survey checklists for 21 NDOT sites are included in Attachment 9.

The following terms and conditions apply to the use of such documents: (a) the Reference Information Documents are not mandatory or binding on the Proposer; (b) Proposer is not entitled to rely on the Reference Information Documents as presenting a feasible, complete, accurate, viable or desirable technical, design, engineering, construction, operations or maintenance solutions or other direction, means or methods for complying with the requirements of the Contract Documents, Governmental Approvals or Governmental Rules; (c) use by a Proposer of any element, aspect or portion of the Reference Information Documents shall be at the sole risk of Proposer; and (d) the Reference Information Documents are provided without any representation or warranty by, or recourse to, the DEPARTMENT, all of which representations and warranties are hereby disclaimed in their entirety.

The DEPARTMENT shall not be responsible or liable in any respect for any suits, judgments, proceedings, investigations, causes of action, claims or Losses whatsoever suffered or incurred by any Proposer Entity by reason of any use of information contained in, or any action or forbearance in reliance on, the Reference Information Documents.

THE DEPARTMENT DOES NOT REPRESENT OR WARRANT, AND HEREBY DISCLAIMS, THAT THE INFORMATION CONTAINED IN THE REFERENCE INFORMATION DOCUMENTS IS EITHER COMPLETE OR ACCURATE OR SUITABLE FOR USE OR THAT SUCH INFORMATION IS IN CONFORMITY WITH THE REQUIREMENTS OF DEPARTMENT-PROVIDED APPROVALS, OTHER CONTRACT DOCUMENTS, GOVERNMENTAL APPROVALS, OR GOVERNMENTAL RULES. THE DEPARTMENT DOES NOT REPRESENT OR WARRANT THE ACCURACY OR COMPLETENESS OF ANY ITEMIZED LIST SET FORTH THEREIN.

The Proposal must respond to each Evaluation Factor, listed in the exact order below. Provide clearly titled sections, referencing the same number and title as the Evaluation Factor being addressed.

RFP EVALUATION CRITERIA

1. Response to Scope of Work

- a. Description of the system, including equipment, software, design, and services to be provided:
 - i. P25 systems compliance (with feature table)
 - ii. Coverage
 - iii. Expansion Capabilities (scalability)
 - iv. Site Equipment (Core/s and Radio Sites)
 - v. Dispatch Console Systems – features, functions, capabilities
 - vi. Voice Logging Recorder and interface
 - vii. Network Management Systems features, functions, capabilities
 - viii. Smartphone Interface features, functions, capabilities
 - ix. ISSI – External P25 system interfaces

System design information shall include block diagrams, equipment layouts, and equipment lists necessary to provide a complete and comprehensive description
- b. Infrastructure/facilities and site development
- c. System implementation, test and acceptance plans for the proposed system
- d. Recommended training courses
- e. Subscriber equipment that meets the NSRS requirements

2. Project Plans and Schedules

Project management services, preliminary project schedule, change management and quality assurance plan.

The preliminary project schedule with detailed Gantt chart shall address the following at a minimum:

- Detailed site surveys
- Detailed design review
- Equipment manufacturing
- Factory acceptance test plan (FAT)
- Equipment delivery
- System installation (per phase)
- System configuration
- System optimization
- Acceptance testing
- Training
- System cutover
- System documentation development and delivery
- System and equipment warranty period
- Punch List that lists items, descriptions and timeline

3. Migration Plan

Proposed migration plan to deploy NSRS system while not impacting current operations

4. Warranty, Support, and Maintenance Plans

System, subsystem, software, and subscriber warranty, support, and maintenance plans.

a. Warranty and Support

Proposers shall provide a copy of any standard support agreements (i.e., warranty, maintenance, software licensing)

b. Post Warranty Support

- i.** Proposers shall submit a proposed fee schedule and contract discount (if applicable) for the hardware, software, and services following the warranty period.
- ii.** Proposers shall guarantee the proposed fee schedule for a minimum of seven (7) years beyond the initial warranty period.

5. Respondent Qualifications and Experience

- a.** The number of years in business providing P25 Phase 2 based radio systems
- b.** Qualifications of organizational personnel and staff responsibilities including resumes of key project staff
- c.** Supplemental information demonstrating qualifications and experience.
- d.** A minimum of one to a maximum of five references from organizations for which your company is currently providing P25 Phase 2 based radio systems similar to the specifications of this solicitation on the Bidder's Qualifications Sheets. Provide the following information for each reference:
 - i.** Name of the system
 - ii.** Description of system and services provided
 - iii.** Location
 - iv.** Contact person
 - v.** Contact telephone number

(Please make sure that ALL cells are marked, populated, explained, etc. Respondent will not get full points for incomplete submissions.)

6. Pricing

Costs provided on the pricing sheets, which is a separate Excel spreadsheet. This form must be submitted in a separate sealed package.

Proposals shall be submitted in two (2) distinct parts - the **Technical Proposal** and the **Cost Proposal**. The Technical Proposal **must not** include any cost information.

The Proposers **must** follow these guidelines in preparing their Proposals:

1. The Proposal **must** respond to each Evaluation Factor. Each response **must** be contained in its own unique, numbered section bearing the same number and title as the particular Evaluation Factor being addressed, and presented in the exact same order as the Evaluation Factors appear in Section IV - Instructions to Proposer.
2. The responses to the Evaluation Factors **must** use 1.5 line spacing, **must** use no smaller than ARIAL 11-point font, and the Technical Proposal Volume 2 **must not** exceed **ONE HUNDRED SEVENTY-FIVE (175)** 8½" x 11" pages. 11" x 17" pages will be counted as two (2) pages. Proposals must be received NO LATER THAN 11:00 P.M. PDT, on August 18, 2017, and addressed exactly as follows:

Agreement Services
Nevada Department of Transportation
Attn: RFP 697-16-016
1263 South Stewart Street, Room 101A
Carson City, NV 89712

The Cover Letter **must** be single-spaced, and must not exceed one (1) 8½" x 11" page. Describe your corporate mission and the target market for business activities as they pertain land mobile radio (LMR) public safety systems. Provide history in manufacturing, installing, and maintaining legacy systems while transitioning to a P25 system. It must include the Proposer's Authorized Representative contact information including name, mailing address, telephone number, and email address.

- a. If a Proposer changes its Proposed Authorized Representative to receive documents, communications or notices in connection with this procurement subsequent to its submission of its Proposal, then within twenty-four (24) hours of making such change, the Proposer shall provide the DEPARTMENT's Authorized Representative with the name, telephone, email address, and street address of such new Proposer Authorized Representative. Failure to identify a Proposer Authorized Representative in writing may result in the Proposer failing to receive important communications from the DEPARTMENT. The DEPARTMENT is not responsible for any such failure.
3. Resumes, Nevada State Business License, Statements of Qualifications (see Attachment 10 Form A - Statement of Qualifications), must only be included as an Appendix to the Proposal. Section Dividers, Cover Letter, and aforementioned Appendix do not count towards the page count limitation identified in Paragraph 2 above.
4. The term "Proposal" means a Proposer's complete response to this RFP, including (a) a Technical Proposal and (b) a Price Proposal. Requirements for the Technical Proposal and the Price Proposal are set forth in this Section IV – Instructions to Proposer. The Proposal shall be organized in the order listed and shall be clearly indexed. Each Proposal component shall be clearly titled and shall be submitted without reservations, qualifications, conditions or assumptions set forth therein. Any failure to provide all the information and all completed forms in the format specified, or submittal of a Proposal subject to any reservations, qualifications, conditions or assumptions may result in the DEPARTMENT's rejection of the Proposal. All blank spaces in the Proposal forms must be filled in as appropriate. Except as expressly provided in the Proposal forms (e.g., requirements to complete the forms, etc.), no change shall be made in the Proposal forms by the Proposer.

Proposal Format

1. Proposers shall complete all mandatory submittals. Failure to provide any of the mandatory submittals with the proposal may result in a Proposal being deemed non-responsive in the DEPARTMENT's sole discretion.
2. The proposal shall give clear, concise information in sufficient detail to allow evaluation based on the requirements. Although the weighting of some of the elements listed in this proposal format varies, all requirements are necessary for evaluation.
3. To assist in clearly describing how Proposers will accomplish work specified in the proposal, samples, literature, program description attachments such as flow charts, tables, and other graphic aids and other materials supporting the program description may be submitted as appendices to the proposal.

Technical Proposal

The Technical Proposal shall be contained in two volumes: Volume I - Executive Summary, Administrative Materials, and Forms and Volume II – Technical Project Delivery Plan, as more fully described below.

All of the binders comprising the original Technical Proposal, (including drawings) together with electronic copies shall be packaged in a single container, clearly addressed to the DEPARTMENT as provided herein, and labeled "[Proposer Name]: Technical Proposal for NSRS Project." Proposers shall provide sixteen (16) paper copies plus twelve (12) electronic media copies of the Technical Proposal).

The electronic copies shall be in a searchable Adobe (.pdf) format (except that original executed letters need not be searchable) on USB flash drives, with file names that correspond to the Technical Proposal (or portions thereof); provided, however, that Proposal forms may be submitted in either Adobe (.pdf) or Microsoft Word (.doc or .docx only) format.

TECHNICAL PROPOSAL -- VOLUME I

Table of contents:

Cover Letter

Executive summary

Completed representations and certification forms

Form A – Statement of Qualification

Form C – Conflict of Interest Disclosure Statement

Form D – Key Personnel

Form E – Compliance Matrix

Form F – Title VI Compliance Questionnaire

Instructions for Compliance Matrix (Form E)

1. Proposers shall demonstrate compliance with the requirements herein by completing the compliance matrix provided in Attachment 10, Form E
2. Proposers shall mark an "X" in the appropriate column for each row of the matrix. Proposers are not required to address rows of the matrix that are marked with "N/A," as these rows do not require a statement of compliance. Compliance statements are limited to the following three choices:
 - a. COMPLY – the proposal meets or exceeds the specified requirement, or the Respondent acknowledges the statement in the specifications.

- b. COMPLY WITH CLARIFICATION – the proposal does not meet the exact stated requirement; however, meets a substantial portion of or meets the intent of the requirement. Proposers must provide a detailed explanation for each requirement clarification and where it is applied in the submitted Proposal when using this statement.
- c. EXCEPTION – the proposal does not meet the specified requirements. Proposers must provide a detailed explanation when using this statement.

Failure to meet the above-stated requirements and limitations may result in a Proposal being deemed non-responsive in the DEPARTMENT's sole discretion.

TECHNICAL PROPOSAL – VOLUME II

1. Response to Scope of Work

System description:

- a. Description of the system, including equipment, software, design, and services to be provided as stated in Ref. Attachment 1 – Scope of Services, Sections 1, 2, 3 and 9
 - i. P25 systems compliance (with feature table)
 - ii. Coverage
 - iii. Expansion Capabilities (scalability)
 - iv. Site Equipment (Core/s and Radio Sites)
 - v. Dispatch Console Systems – features, functions, capabilities
 - vi. Voice Logging Recorder and interface
 - vii. Network Management Systems features, functions, capabilities
 - viii. Smartphone Interface features, functions, capabilities
 - ix. ISSI – External P25 system interfaces

System design information shall include block diagrams, equipment layouts, and equipment lists necessary to provide a complete and comprehensive description
- b. Infrastructure/facilities and site development, as stated in Ref. Attachment 1 – Scope of Services, Section 4
- c. System implementation, test and acceptance plans for the proposed system, as stated in Ref. Attachment 1 – Scope of Services, Section 6
- d. Recommended training courses, as stated in Ref. Attachment 1 – Scope of Services, Section 7
- e. Subscriber equipment that meets the NSRS requirements, as stated in Ref. Attachment 1 – Scope of Services, Section 10

2. Project Management Plans and Schedules

Project management services, project schedule, change management and quality assurance, as stated in Attachment 1 – Scope of Services, Section 5

The preliminary project schedule with detailed Gantt chart. The schedule shall address the following at a minimum:

- Detailed site surveys
- Detailed design review
- Equipment manufacturing
- Factory acceptance test plan (FAT)
- Equipment delivery
- System installation (per phase)
- System configuration
- System optimization
- Acceptance testing
- Training
- System cutover
- System documentation development and delivery
- System and equipment warranty period
- Punch List that lists items, descriptions and timeline

3. Migration Plan

Proposed migration plan to deploy NSRS system while not impacting current operations. The requirements of the Migration Plan are provided in Attachment 1 - Scope of Services, Section 6.6

4. Warranty, Support, and Maintenance Plan

System, subsystem, software, and subscriber warranty, support, and maintenance plans, as detailed in Attachment 1 – Scope of Services, Sections 8; 9.9; and 10.4

c. Warranty and Support

Proposers shall provide a copy of any standard support agreements (i.e., warranty, maintenance, software licensing)

d. Post Warranty Support

- iii. Proposers shall submit a proposed fee schedule and contract discount (if applicable) for the hardware, software, and services following the warranty period.
- iv. Proposers shall guarantee the proposed fee schedule for a minimum of seven (7) years beyond the initial warranty period.

5. Qualifications and Experience

- a. Describe your twenty (20) years of experience in the design and installation of digital trunked radio systems. All Proposers shall provide information describing their experience with similar

projects. Proposers shall also describe their role in these projects (e.g., integrator, prime contractor, subcontractor, equipment installer, etc.).

- b. Describe three (3) projects of similar size and complexity, successfully completed within the last five (5) years. Similar projects are defined by the following minimum criteria:
 - i. Successfully managed and completed an implementation of a Public Safety Land Mobile Radio system with a minimum of fifty (50) RF sites;
 - ii. Implemented, as the prime contractor, a technology project with a contract value of \$50M or more for a government agency;
 - iii. Successfully implemented at least three (3) customer-accepted P25 Phase 1 or Phase 2 trunked and/or simulcast radio systems; and
 - iv. Completed two (2) successful migrations of legacy land mobile radio (LMR) public safety system with more than 5000 user radios to a P25 system.
- c. Three References – One for each project of similar size and complexity, including the following minimum information:
 - i. Name of the system
 - ii. Location
 - iii. Contact person
 - iv. Current contact telephone number, and
 - v. Current contact e-mail address
- d. Government contracts – Proposers shall list all similar government contracts for similar projects fulfilled within the last three (3) years. If Proposers have an extensive list of contracts, then list no more than five (5) contracts, beginning with the most recent, and ending with the oldest of those selected. Information must include a POC, type of contracted services, and length of contract, performance outcomes, compliance issues, and total value of the contract. State staff will verify contract information. Proposer must provide contact information for the government contracting officer managing the procurement.
- e. Litigation – Proposers shall provide a description of any litigation and resolutions in the past five (5) years related to Proposer’s work or work product and provide a copy of a letter from the Proposer’s attorney and/or in-house legal counsel concerning the status of lawsuits and pending litigation for the most recent year.
- f. Mission and history – Describe the Proposer’s corporate mission and the target market for its business activities as they pertain land mobile radio (LMR) public safety systems. Provide history in manufacturing, installing, and maintaining legacy systems while transitioning to a P25 system.
- g. Proposed staffing:
 - i. Organizational chart – Provide an organizational chart describing the composition of the Proposer’s organization and illustrating the relationships of the proposed services with other organizational divisions, programs, and sections. Indicate the lines of organizational management, authority, and responsibility.
 - ii. Staffing chart – Provide a staffing chart that describes the proposed project staffing plan identifying staff positions (by name and title, if known) and reporting responsibility. Proposers may combine both the organizational and staffing charts, if they contain all of the requested information. Proposers shall include key subcontractor personnel.
 - iii. Job descriptions – Provide job descriptions for all program staff positions outlined in the staffing chart by 1) position title and requirements which may include skills, education, experience, and certifications; 2) position description including decision making

authorities, reporting responsibilities, and duties; and 3) attach a completed Form D for all Key Personnel.

- iv. Staff– Provide brief descriptions of all key personnel to fill positions in the staffing chart to accomplish the requirements in the proposal. Resumes must be included in the Appendices. Resumes must provide sufficient information to determine that the person is qualified for his/her assigned position, including history of relevant education and experience. Resumes shall be included, at a minimum, for the following personnel:
 - Project Manager
 - Project Engineer
- v. Subcontractors – Proposers shall provide a brief description of all major subcontractors as well as resumes for any subcontractor personnel in key project roles.

h. Financial information:

Proposers shall provide the following information for the last three (3) fiscal years:

- Audited financial statements with applicable notes
- Independent auditor's report on compliance and internal control over financial reporting based on an audit of the financial statements in accordance with Generally Accepted Accounting Principles (GAAP)
- Independent auditor's statement of findings and questioned costs

Proposers shall provide documentation upon request that the organization has sufficient financial reserves to successfully complete the project for the expected project duration. Documentation may include cash and/or credit reserves.

i. Appendices

- i. All required tower structure submittals specified.
- ii. Detailed equipment specification sheets for all proposed equipment
- iii. Supplemental information not included in the body of the proposal
- iv. Nevada State Business License
- v. Statement of Qualifications
- vi. Resumes

PRICE PROPOSAL

The Price Proposal shall be delivered to the DEPARTMENT in six (6) paper copies and six (6) electronic copies on flash drive using searchable Adobe (.pdf) or Microsoft Excel (.xls or xlsx only) format. The documents shall be included in a sealed container labeled "[Proposer Name]: Price Proposal for NSRS Project." Currency shall be US\$ only and shall be provided in 2017 dollars as of the Proposal Date. This section does not count towards the 175-page limit specified in Section IV, paragraph 2, page 6 of this document.

1. Proposers shall submit the **pricing proposal in a separate, sealed envelope or package.**
2. Proposers shall submit the pricing schedule using the forms provided in Attachment 9, Form B, following the instructions as provided in Attachment 8.

3. Proposers shall provide a cover page listing all completed RFP Pricing Forms (Form B).

4. Table of contents:

Section 1 – Description of pricing proposal, including all assumptions used to prepare the Price Proposal. The proposal shall include a copy of the Proposer’s detailed itemized pricing information (including part numbers) provided as part of the pricing proposal.

Section 2 – Pricing schedule:

- i. The MEMBERS require the proposals to include the overall cost of ownership for their respective portion of the system. Proposers shall provide detailed cost of ownership information for the proposed network including over a ten- (10-) year period:
 - Radio system equipment
 - Infrastructure/facilities
 - Support systems (i.e., NMS, Asset Management, and Extended Warranty)
- ii. Proposers shall assume that the MEMBERS will maintain the system following the 1-year warranty period.
- iii. Proposers shall provide individual pricing for the proposed products and services using the form provided. The MEMBERS may elect to purchase all, some, or none of the items offered.
- iv. Proposer shall include a statement guaranteeing that pricing for all system equipment, including subscriber equipment, will be valid for a minimum of 5 years from the date of each Member’s final system acceptance.
- v. Proposers shall also submit a proposed milestone payment schedule listing each milestone and/or deliverable for which payment will be due. Payment for all deliverables or milestones is dependent on the Partners’ acceptance.
- vi. The Proposer shall provide one or more financing proposals. The Proposer shall provide both 10- and 15-year financing options for the system and the financing options offered may be a lease or term financing.

Submission of Proposals

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

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

Confidential Information, Trade Secrets, and/or Proprietary Information must be marked as such in the Proposal. The failure to mark this information as per NRS 333.020 and 333.333 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the MEMBERS. If the DEPARTMENT reviews the confidential information and determines that the information is not considered confidential pursuant to NRS Chapter 333, the DEPARTMENT will contact the Proposer. The Proposer must advise the DEPARTMENT as to whether it either accepts the DEPARTMENT’s determination that the information is not confidential, or withdraws the information. The

Proposer will not be allowed to alter the Proposal after the date and time set for receipt of Proposals shown above. Notwithstanding the provisions in NRS Chapter 333, the DEPARTMENT retains its immunity pursuant to the provisions of NRS 239.012 for any "good faith" release of information, and the immunities from liability provided to it pursuant to NRS Chapter 41.

The DEPARTMENT assumes no financial responsibility in connection with the Proposers' costs incurred by attending the Site visits if requested by the proposer, in the preparation and submission of the Proposal packets.

Each Proposer shall familiarize itself with the "Sample Service Agreement" template which can be found under the "Vendor Opportunities / Nevada Shared Radio System" heading on the Nevada Department of Transportation website. To maintain consistency between the DEPARTMENT and its SERVICE PROVIDERS, only those portions of the "Sample Service Agreement" which are blank may be open for negotiation. MEMBERS may also provide Proposer with agreement templates.

A pre-negotiation audit may be required by the DEPARTMENT's Audit Services. The objective of a pre-negotiation audit is to establish a provisional indirect cost rate of direct labor to be utilized for negotiations and progress payments to the SERVICE PROVIDER during the course of the project. All DEPARTMENT audits will be conducted and/or indirect cost rates will be accepted in accordance with the guidelines stated in the most recent American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit and Accounting Guide, which can be found at www.transportation.org, and the DEPARTMENT's policy on the same. DEPARTMENT may share the results of the pre-negotiation audit with MEMBERS.

SECTION V - RULES OF CONTACT

The following rules of contact shall apply during this procurement:

After release of the RFP and through the Notice of Intent to the Notice of Award of the Agreement, the Proposers shall **ONLY** correspond with the DEPARTMENT regarding this RFP through the DEPARTMENT's designated representative as per NAC 333.155. The designated representative's contact information is:

Agreement Services
Attention: Doug R. Benamati
Nevada DEPARTMENT of Transportation
1263 South Stewart Street, Room 101A
Carson City, Nevada 89712
Phone: 775-888-7070, Option 1
agreeservices@dot.nv.gov

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

SECTION VI - PROPOSER QUESTIONS

Any irregularities or lack of clarity in the RFP must be brought to Agreement Service's attention, in writing, as soon as possible, using the following email address: agreeservices@dot.nv.gov title the subject line

NSRS Replacement Project so that corrective addenda may be furnished by the DEPARTMENT in a timely manner to all Proposers.

Any questions raised by Proposers must be submitted in writing using the following email address: agreeservices@dot.nv.gov title the subject line NSRS Replacement Project no later than **11:00 A.M. PT, on June 8, 2017**. The DEPARTMENT will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, on or before **June 29, 2017**. Only requests submitted through the Open Procurements webpage will be considered. No requests for additional information or clarification to any other DEPARTMENT or MEMBER office, consultant, employee, or the Federal Highway Administration (FHWA) will be considered.

SECTION VII - DBE REQUIREMENTS

There are no Disadvantaged Business Enterprise (DBE) program goals for this procurement.

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

SECTION VIII - NEVADA BUSINESS LICENSE REQUIREMENT

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

Proposers must provide the following:

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

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

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

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

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

SECTION IX - SELECTION PROCESS

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

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

SECTION X - DISCLOSURE OF CURRENT AND FORMER STATE EMPLOYEES

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

If the apparent top-ranked firm proposes any current state employees or former state employees who left state service within the preceding two (2) years, the DEPARTMENT must request approval from the State Board of Examiners (BOE) prior to entering into an Agreement with such firm. Each Proposer shall submit, as part of their Proposal, the "Authorization Current Employee" and/or "Authorization Former Employee" form(s) to assist the DEPARTMENT in requesting such approval from the BOE. The forms are located at <http://purchasing.nv.gov/contracts/empcontracting>.

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

SECTION XI - AWARD PROCESS

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

Upon the successful negotiation and execution of an Agreement, the DEPARTMENT shall issue a Notice of Award in accordance with NAC 333.170, at which time Proposals are no longer confidential and can be requested from the DEPARTMENT via a Public Records Request, available at: <http://www.nevadadot.com/doing-business/contact-us/public-records-request>.

SECTION XII - TERMS, CONDITIONS AND EXCEPTIONS

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

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

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

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

The DEPARTMENT shall not be obligated to accept the lowest priced Proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS 333.335).

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

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

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

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

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

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

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

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

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

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

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

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

SECTION XIII - PROTEST PROCEDURE

Protests will be administered in accordance with, but not limited to, NRS 333.370, the terms contained herein, and may be filed only with respect to:

1. Allegations that the terms of the RFP are wholly ambiguous, are contrary to legal requirements applicable to the procurement, or exceed the DEPARTMENT's authority, and/or
2. A determination as to whether a Proposal is responsive to the requirements of the RFP, or failed any Pass/Fail criteria, as applicable, and/or
3. The award of an Agreement.

A. DEADLINES FOR PROTESTS

Protests concerning the issues described in Section XIII (1) and contained in the RFP must be filed no later than ten (10) calendar days prior to the Proposal due date, and those contained in any amendment to the RFP must be filed no later than three (3) business days after the DEPARTMENT distributes the related addenda.

Protests concerning the issues described in Section XIII (2) must be filed within ten (10) calendar days after the DEPARTMENT issues to the Proposer a notice regarding the failure of any pass/fail criteria, or a notice regarding the non-responsiveness of the Proposal.

Protests concerning the issue described in Section XIII (3) must be filed within ten (10) calendar days after the DEPARTMENT issues the Notice of Award.

The DEPARTMENT will not accept any protests received after the above-stated deadlines for receipt of such protests.

B. PROTEST CONTENTS

Protests shall include information about the protesting firm, including the firm's name, mailing address, email address, and phone number, as well as the name of the individual responsible for the submission of the protest. Protests shall completely and succinctly state the grounds for the protest, its legal authority, and its factual basis; protests shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

C. FILING OF PROTEST

Protests shall be in writing, and sent to:

Nevada Department of Transportation
ATTN: Administrative Services/Dispute Resolution Office
RE: Protest of RFP 697-16-016
1263 South Stewart Street, Room 101
Carson City, NV 89712

D. BURDEN OF PROOF

The Protester shall have the burden of proving the basis of its protest. The DEPARTMENT may, in its sole discretion, discuss the protest with the Protester and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

E. DECISION ON PROTEST

The DEPARTMENT's Director or designee shall issue a written decision regarding the protest within thirty (30) calendar days after the filing of the detailed statement of protest. If it is necessary to address the issues raised in a protest, the DEPARTMENT may, in its sole discretion, make appropriate revisions to the RFP by issuing addenda.

F. PROTESTER'S PAYMENT OF COSTS

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

G. RIGHTS AND OBLIGATIONS OF PROPOSERS

Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest provided in this Section XIII and expressly waives all other rights and remedies, and agrees that the decision on the protest is final and conclusive. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify and hold harmless the DEPARTMENT, MEMBERS, and its officers, employees, agents, and consultants from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. **Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.**

No Stay Pending Final Determination: Agreement negotiations with the selected Proposer shall not be stayed during the pendency of any protest. Any Agreement with the selected Proposer shall be made contingent upon the outcome of any pending protest.

ATTACHMENTS

Attachment 1 – Scope of Services21
Attachment 2 – Existing and Candidate Sites Information22
Attachment 3 – Existing Coverage Maps and Poor Coverage Areas.....22
Attachment 4 – Shapefiles Needed for Coverage Studies.....23
Attachment 5 – System Traffic Report for 2015.....24
Attachment 6 – Existing 800 MHz Frequencies25
Attachment 7 – NSRS Microwave System Information.....26
Attachment 8 – RFP Pricing Instructions.....27
Attachment 9 – NDOT Site Survey Checklists28
Attachment 10 – Forms.....29

FORMS

Form A – Statement of Qualification31
Form B – RFP Pricing Forms32
Form C – Conflict of Interest Disclosure Statement.....33
Form D – Key Personnel.....35
Form E – Compliance Matrix.....36
Form F – Title VI Compliance Questionnaire37

ATTACHMENT 1 – SCOPE OF SERVICES

Available upon Request.

Email Agreeservices@dot.nv.gov to obtain Attachments to RFP

ATTACHMENT 2 – EXISTING AND CANDIDATE SITES INFORMATION

Available upon Request.

Email Agreeservices@dot.nv.gov to obtain Attachments to RFP

ATTACHMENT 3 – EXISTING COVERAGE MAPS AND POOR COVERAGE AREAS

Available upon Request.

Email Agreeservices@dot.nv.gov to obtain Attachments to RFP

ATTACHMENT 4 – SHAPEFILES NEEDED FOR COVERAGE STUDIES

Available upon Request.

Email Agreeservices@dot.nv.gov to obtain Attachments to RFP

ATTACHMENT 5 – SYSTEM TRAFFIC REPORT FOR 2015

Available upon Request.

Email Agreeservices@dot.nv.gov to obtain Attachments to RFP

ATTACHMENT 6 – EXISTING LICENSED 800 MHz FREQUENCIES

Available upon Request.

Email Agreeservices@dot.nv.gov to obtain Attachments to RFP

ATTACHMENT 7 – NSRS MICROWAVE SYSTEM INFORMATION

Available upon Request.

Email Agreeservices@dot.nv.gov to obtain Attachments to RFP

ATTACHMENT 8 – RFP PRICING INSTRUCTIONS

Available upon Request.

Email Agreeservices@dot.nv.gov to obtain Attachments to RFP

ATTACHMENT 9 – NDOT SITE SURVEY CHECKLISTS

Available upon Request.

Email Agreeservices@dot.nv.gov to obtain Attachments to RFP

ATTACHMENT 10 – FORMS

FORMS - TABLE OF CONTENTS

Form A – Statement of Qualification	32
Form B – RFP Pricing Forms	33
Form C – Conflict of Interest Disclosure Statement.....	34
Form D – Key Personnel.....	36
Form E – Compliance Matrix.....	37
Form F – Title VI Compliance Questionnaire	38

FORM A – STATEMENT OF QUALIFICATION

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

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

Request for Proposal number: 697-16-016

Date prepared: _____

Firm's name: _____

Minimum Qualification Requirements:

Does your firm currently manufacture radio system infrastructure equipment including system control equipment and site infrastructure equipment, that meets the requirements of the technical specifications outlined in the Scope of Services.

Yes No

Please identify your firm's minimum of 20 years of experience in the design and installation of trunked radio systems.

FORM B – RFP PRICING FORMS

Available upon Request.

Email Agreeservices@dot.nv.gov to obtain Attachments to RFP

FORM D – KEY PERSONNEL

Name of Proposer: _____

Position	Name	Years of Exper.	Education/Registration	Parent Firm Name	% of Time Dedicated to Project
Project Manager					
Project Engineer					
Deputy Project Manager					
Lead Engineer					
Quality Manager					
Construction Manager					

FORM E – COMPLIANCE MATRIX

Available upon Request.

Email Agreeservices@dot.nv.gov to obtain Attachments to RFP

FORM F – TITLE VI COMPLIANCE QUESTIONNAIRE

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

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

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

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

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

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

Sex: Male Female

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

Firm Name: _____

Owner Name (Print): _____

Owner Name (Sign): _____

Date: _____