STATE OF NEVADA

DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSAL

No. 049-13-016

Project Specifications and Instructions
for Submitting a Proposal to Furnish

I-80 Fiber Optic Network Upgrade

Along

I-80 from Fernley to Wendover

Due: March 20, 2013

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

SECTION I - INSTRUCTIONS TO PROPOSER

The enclosed "Request for Proposal" (RFP) is being advertised and sent to prequalified firms for use in submitting information that will be used to select a firm with whom the Nevada Department of Transportation (DEPARTMENT) may negotiate an agreement for the described services.

The Proposer shall submit Six (6) CDs, with each CD containing one (1) typewritten, legible proposal contained within one (1) PDF file. Faxed proposals will not be accepted. Written proposals must be received **NO LATER THAN 3:00 P.M., on March 20, 2013**, and addressed **exactly** as follows:

Agreement Services
Nevada Department of Transportation
Attn: RFP #049-13-016
1263 South Stewart Street, Room 101
Carson City, NV 89712

Proposals received after the specified deadline or submitted to the wrong location ***will not*** be considered and will be returned to the Proposer.

Proposers not currently prequalified (or desiring to prequalify) in the Intelligent Transportation Systems (ITS) – System Integration discipline will first be reviewed to determine if they meet the minimum qualifications set forth for the discipline. Any proposals submitted that do not meet the minimum prequalification requirements, as outlined below, will be disposed of in an appropriate manner, at the sole discretion of DEPARTMENT, without further review.

Intelligent Transportation Systems (ITS) – System Integration:
System Integration is a branch of the Intelligent Transportation Systems discipline. System Integrators specialize in bringing together component subsystems into a whole and ensure that those subsystems function together. This discipline relies heavily on software and computer servers and workstations including database management systems.

Minimum Qualifications:

- Firms must be able to demonstrate competency in the installation, configuration and testing of ITS devices and subsystems including CCTV cameras, Dynamic Message Signs, Highway Advisory Radios, Flow Detectors, Road Weather Information Systems, Ramp Meters, electrical power systems, and wireline and wireless communications technologies.
- Further competency in the configuration, testing, and troubleshooting of device and field processor software shall be demonstrated.
- System Integration personnel should have an understanding of the day-to-day operations of the systems to further ensure that the delivered system is meeting the needs of the end user. System Integrator personnel shall also possess qualifications and certification in the appropriate areas of expertise for the specific project.
- Typical qualifications/certifications may include electrical journeyman, network communications, fiber optic cable testing and splicing, and certification by equipment manufacturers.
- The System Integrator must demonstrate the ability to understand NDOT project documents and deliver a complete and functional system that meets the requirements set forth for the project.

- All work is to be completed consistent with industry standards and NDOT's Standard Specification for Road and Bridge Construction (http://www.nevadadot.com/business/contractor/Standards/). Specific industry standards will be included with each request for proposal.
- Prime contractor must provide a Project Manager for the development and deployment phase of the project who has had a least five (5) years of experience as a Project Manager or program manager.
- Firm must be based in the continental United States.
- Prime contractor must have twenty (20) or more full-time employees.

All materials submitted in accordance with the prescribed deadline become the property of the DEPARTMENT and will not be returned. Selection or rejection does not affect this right. The proposal will be signed by a person legally authorized to bind the Proposer. Proposals submitted are considered confidential and copies will not be released to persons requesting them until negotiations are completed and an agreement has been successfully executed. Any request for copies of proposals must be submitted in writing for further consideration by the DEPARTMENT.

Please direct all questions concerning this RFP to Agreement Services at (775) 888-7070 or agreeservices@dot.state.nv.us.

The Proposer should provide a minimum of three (3) references from similar projects performed for the state and/or large local government clients within the last three (3) years. **The Proposer is required to submit a Consultant Reference Questionnaire to the business references listed within the proposal. The business references must submit the Consultant Reference Questionnaire directly to the NDOT, Agreement Services.** It is the Proposer's responsibility to ensure the completed forms are received by the DEPARTMENT on or before the proposal submission deadline for inclusion in the evaluation process. The DEPARTMENT may contact any or all business references for validation of information submitted.

A system Integrator is required on this project. The System Integrator shall have on their team a project manager with the following minimum qualifications:

1 B.S. or B.A. degree in Electrical Engineering, Electronic Engineering, Computer Science, Mathematics or related discipline.

2 Experience implementing intelligent transportation systems involving computer and communications hardware, software and firmware.

3 Ability to participate directly in the integration of hardware, software and communication elements.

4 Proficiency in software/hardware implementation, configuration and troubleshooting.

5 Proficiency in the development of test plans, procedures and techniques.

6 Possesses a thorough knowledge of diagnostics techniques specifically relevant to the hardware and software subsystems furnished to this project.

7 Possesses at least a working knowledge of each of the following: computer operating system principles, LAN/WAN network elements, wire-line and wireless communications equipment, CCTV camera subsystems, Fiber Optic communication equipment, TCP/IP communication protocols and data communications equipment.

8 Possesses the ability to provide technical project direction.

9 Proficiency in the use of project management methodologies and techniques.

10 Possesses strong organizational, analytical and problem solving skills.

Supply the resume of the qualified Project Manager as part of the RFP proposal. This shall be an appendix and will not count against any sheet count.

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the Proposer. To be considered, however, a written request to withdraw the proposal or the modified proposal must be received before the time and date specified above for receipt of Proposals. Oral interviews may be conducted for each firm that submits a written proposal. The DEPARTMENT has the sole discretion as to whether it will or will not conduct oral interviews. In the event that the DEPARTMENT elects to conduct oral interviews, each proposer in the competitive range will be advised of the format for such interview and will be provided with a schedule for such interview. Competitive range means a list of the most highly rated proposals based on the initial ranking of the proposals. It is based on the initial rating of each proposal measured against all evaluation criteria set forth in this RFP.

Confidential Information, Trade Secrets and/or Proprietary Information must be sealed in a separate package and each page must be clearly marked “Confidential.” The failure to separate and mark this information as per NRS 333.020 and 333.333 shall constitute a complete waiver of any and all claims for damages caused by release of the information by the DEPARTMENT. If the DEPARTMENT reviews the Confidential Information and determines that the information is not considered confidential pursuant to Chapter 333 of NRS, the DEPARTMENT will contact the Proposer. The Proposer must advise the DEPARTMENT whether it either accepts the DEPARTMENT’s determination that the information is not confidential or withdraw the information. The Proposer will not be allowed to alter the submittal 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.

Issuance of this RFP shall in no way constitute a commitment by the DEPARTMENT to execute an agreement. 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 DEPARTMENT reserves the right to issue supplemental releases addenda to this RFP prior to the closing date. In the event it becomes necessary to supplement any part of this RFP, DEPARTMENT will provide copies of such addenda to all who have attended the pre-submittal meeting (if applicable) and communicated to DEPARTMENT Agreement Services that they received the RFP.

The DEPARTMENT assumes no financial responsibility in connection with the costs incurred by Proposers in attending the pre-proposal meeting, the preparation and submission of the Proposers' proposal packets or the costs to attend the oral interviews, if such interviews are conducted by the DEPARTMENT in its sole discretion.

The Proposer shall familiarize themselves with the "Service Agreement" template which can be found under the "Doing Business Section" on the www.nevaddot.com website. **To maintain consistency between the DEPARTMENT and its service providers, only those portions of the "Draft Agreement" which are open for negotiation shall be blank.** A pre-negotiation audit may be required by the DEPARTMENT's Internal Audit Division. All DEPARTMENT audits will be conducted in accordance with the AASHTO Uniform Audit and Accounting Guide 2010 which can be found at www.transportation.org. The "**cost per unit of work**" method of compensation shall be used for the Proposer's services, as set forth in 48 CFR Chapter 1.

The following rules of contact shall apply during this Procurement for the Project:

A. After release of the RFP and through Notice of Intent to 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;

Agreement Services,
Nevada Department of Transportation
1263 South Stewart Street, Room 101
Carson City, Nevada 89712
Telephone: 775-888-7070
Fax: 775-888-7101
agreeservices@dot.state.nv.us

B. The Proposers shall not contact DEPARTMENT 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;

C. Any communications determined to be improper may result in disqualification, at the sole discretion of the DEPARTMENT;

D. Any official information regarding the RFP will be disseminated from the DEPARTMENT. Specific information necessary for the preparation of Proposals will be disclosed to all Proposers;

E. The DEPARTMENT will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

SECTION II - PROPOSER QUESTIONS

The Department will respond to questions regarding the RFP, including requests for clarification and requests to correct errors, submitted in writing by Proposers. Only written requests as described above will be considered. No oral requests will be considered. No requests for additional information or clarification to any other DEPARTMENT office, consultant, employee or the FHWA will be considered.

Any questions raised by Proposer's must be submitted in writing to Agreement Services, using the contact information provided in Section I, and must be received by 3:00 p.m., on **February 28, 2013** to be considered. Written responses will be distributed by the DEPARTMENT on or before **March 6, 2013**.

SECTION III – SCHEDULE

Task	**Date/Time**
Request for Proposal (RFP) Issued	**2-15-2013**
Dates Advertised	**2-18-2013**
	2-25-2013
Proposer Questions Submittal Due Date	**2-28-2013**
DEPARTMENT's Response to Proposer Questions	**3-6-2013**
RFP Due Date	**3-20-2013**
Anticipated Notice of Intent	**4-4-2013**
Recommendation to Board of Transportation	**5-13-2013**
Anticipated Notice of Award	**5-30-2013**

SECTION IV - DBE REQUIREMENTS

There are no Disadvantage Business Enterprises (DBE) requirements for the project.

SECTION V – 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 http://sos.state.nv.us. Firms must provide the following:

- Nevada State Business License Number
- Legal Entity's Name
- Is the "Legal Entity Name" the same name under which Proposer is doing business? [ ] Yes [ ] No
  If "No," provide an explanation.

Additionally, if the firm is a corporation, LLC, LP, LLP, or LLLP, or non-profit corporation based out of state, they 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 time of its submittal, its willingness to adhere to this requirement by providing a copy of its Nevada State Business License, a copy of its application to the Secretary of State Office, a copy of the entity's status that can be obtained from the Nevada Business Search found on the homepage of the Secretary of State's website www.sos.state.nv.us, or a signed statement that the Proposer will satisfy this requirement within five (5) business days of issuance of the Notice of Intent.

Award of any RFP is contingent on a Proposer having and holding an active, 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 as non-responsive and

the DEPARTMENT shall proceed to negotiate with the next most qualified firm and so on until an acceptable agreement is negotiated.

SECTION VI - SELECTION PROCESS

Selection will be based on the factors shown on the attached Evaluation Criteria Form which will be used by a committee to evaluate the written proposal.

If the Review Committee elects, in its sole discretion, to conduct oral interviews, each Proposer in the competitive range, shall be notified of the interview schedule via electronic mail and will be required to confirm their willingness to attend the oral interview. The same attached Evaluation Criteria Form will be used for all reviews and oral interviews. Failure of a Proposer to appear at the oral interview, if the Review Committee elects to conduct such interviews, will be considered non-responsive, and that firm will be eliminated from any further consideration. The Review Committee tasked with ranking the Proposals will be comprised of DEPARTMENT staff and other members representing local entities who shall remain anonymous to protect the integrity of the procurement process.

All evaluators may use the information in the firm's prequalification package in addition to the information submitted in the written proposal and presented at the oral interview to arrive at the final ranking. The firms will be ranked and an agreement shall be negotiated following the selection of the most qualified Proposer. If an acceptable agreement cannot be reached with the highest ranked Proposer, the DEPARTMENT shall proceed to negotiate with the next highest ranked Proposer and so on until an acceptable agreement is negotiated or the DEPARTMENT, in its sole discretion, elects to terminate the solicitation.

SECTION VII – BACKGROUND

The Department currently has access to commercial fiber along I-80 from the California state line to the Utah state line. Currently the fiber optic line is lit with access at key locations along the route. This network is a valuable link for the Department as well as the state of Nevada. This network is utilized by many agencies within Nevada. The Department desires to upgrading the bandwidth and adding additional access points along with ITS devices along the I-80 corridor.

SECTION VIII - SCOPE OF SERVICES

The scope of this project consists of constructing access points to the commercial fiber in Fernley, Lovelock, Battle Mountain and Wells. These sites will consist of site preparation, installing a Fiber optic hut with battery backup and generator, 80' ITS tower, installing state furnished radio equipment, installing a CCTV camera, flow detector, installing commercial power to the sites, and integrating the site into the commercially available fiber. Integrator will be required to qualify as one of their acceptable fiber splicer or sub the fiber splicing to a qualified vender in order to integrate the systems.

The Carlin fiber access point will be relocated into the Carlin tunnels, this work consists of constructing a fiber room in the Carlin Tunnel maintenance building, and this will require coordination with an ongoing tunnel rehabilitation project. This site will require approximately 6,500 feet of new conduit and fiber optic cable installation.

The Elko site will include approximately 20,000 feet of conduit and fiber optic installation, installation of an 80' tower, CCTV camera and Flow detectors, this fiber optic line work includes accessing public building in Elko.

The Wendover site will receive a CCTV, backup power generator and installation of fiber in existing conduit.

SECTION IX - PROJECT SCHEDULE

This Project will be have a 12 month schedule, Coordination with NDOT's Carlin Tunnel rehabilitation project will be critical for the Carlin site.

SECTION X - PROPOSAL CONTENT

Proposals shall be brief and to the point. One section of the Proposal shall be devoted to each topic listed below with such sections separated by a tabbed divider page. The cover letter shall not exceed one single-spaced, single-sided 8½" x 11" page and shall include the Proposer's contact person with his/her mailing address, telephone number, and email address The proposal must be signed by the individual(s) legally authorized to bind the Firm as per NRS 333.337.

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

The proposals shall include:

A. EVALUATION CRITERIA ITEMS

1. Project Approach:

a. Describe your team's understanding of project requirements contained in the Scope of Services.
b. Identify specific methods to be used to complete each project requirement.
c. Identify potential complications or difficulties that might be encountered in the implementation of required services along with suggested resolutions for each.

2. Project Team:

a. Provide a summary of the education and past experience with similar projects for each member of the Proposer's staff who will be assigned to this project, including resumes for the project manager and the key principals.
b. Include a current organizational chart of the project team, including subcontractor(s) with responsibilities of team members identified therein.
c. Identify the location(s) where actual work will be completed.
d. Provide a percentage of work to be completed at each location.
e. Identify the location of the office which will provide primary project control for this project.

3. **Past Performance:**
   a. Describe your firm's experience (within the past three (3) years) with similar projects.
   b. Provide a detailed description of each project listed.
   c. Provide information as to whether or not your firm met the time and budget requirements for each project listed.
   d. Provide a reference name and phone number for each project listed.
   e. Provide a copy of the Proposer's Nevada State Business License or copy of the Proposer's application to the Secretary of State.

4. **Availability and Capacity:**
   a. Provide a listing of your firm's equipment which will support this effort.
   b. Provide a matrix or chart which lists all current projects of the Project Team, the number of hours remaining for completion of each such project and the estimated completion date for each project.
   c. In view of this information on your firm's current projects, describe your team's ability to meet the time lines established for this project.
   d. Identify the availability of Proposer's staff to attend meetings and interact with DEPARTMENT staff on short notice.

5. **Proximity of Project Team:**
   a. Describe your firm's location in the geographical area of the project.
   b. Describe your knowledge of the locality of the project.

B. PROPOSAL LIMITATIONS

The written proposals shall be limited by the following:

1. The total proposal package shall not exceed twenty five (25) double-spaced, single-sided, 8½" x 11" pages, which does not include the cover letter, or System integrators Resume.
2. DBE Certifications, Nevada State Business License, cover letter, and section dividers without text or graphics do not count towards the page limitations.
3. Pages contained within the proposal which are 11" x 17" will be counted as two (2) pages.
4. For ease of evaluation, the proposal must be presented in a format that both corresponds to and references those sections outlined within this RFP and must be presented in the same order as listed in this RFP. Responses to each section and subsection must be labeled to indicate which item of this RFP is being addressed. Exceptions to these stated limitations will be considered during the evaluation process and may, in the DEPARTMENT's sole discretion, result in a Proposal being considered non-responsive.

C. 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 DEPARTMENT Administrative Manual, NRS Chapter §281, and NRS Chapter §284.

The Nevada Legislature passed Assembly Bill No. 240 (AB 240) requiring any vendor entering into an agreement with the State of Nevada to identify certain employees who will be providing services for the State of Nevada. The DEPARTMENT will follow the process established by the Nevada Department of Administration and outlined in the State Administrative Manual (SAM), sections 322, 323, and 344. 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. Upon approval from the BOE the DEPARTMENT will proceed with the negotiation and agreement processes per DEPARTMENT procedures. 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. If the DEPARTMENT approves the equivalent employee, the DEPARTMENT will proceed with the negotiation and agreement processes per DEPARTMENT procedures. If the DEPARTMENT denies the equivalent employee, the DEPARTMENT will proceed to negotiate with the next most qualified firm and so on until an acceptable agreement is negotiated.

If the proposed team includes current state employees or former state employees who left state service within the preceding two (2) years, the proposer shall submit, as part of their proposal, the appropriate form (Authorization Current Employee, Authorization Former Employee) to assist the DEPARTMENT in requesting approval from the BOE. The forms are located at http://purchasing.state.nv.us/contracting/current_and_former.htm. The submitted form may or may not be used by the DEPARTMENT as a template in requesting approval of the proposed team member.

SECTION XI – AWARD PROCESS

A. NOTIFICATIONS

The DEPARTMENT shall issue its Notification of Intent to Award 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.

The DEPARTMENT shall issue a Notification of Award in accordance with NAC §333.170 at which time, proposals are no longer confidential and can be requested via a Public Records Request which can be found at: http://www.nevadadot.com/Public_Involvement/Public_Involvement.aspx#prrequests

SECTION XII - TERMS, CONDITIONS AND EXCEPTIONS

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

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).

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

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 this contract, 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 a contract. 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 293.010. 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.

A proposal submitted in response to this RFP must identify any subconsultants, and outline the contractual relationship between the awarded Proposer and each such subconsultant. An official of each proposed subconsultant must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subconsultant has read this RFP and agrees to abide by the awarded Proposer's obligations. A subconsultant's compliance with these requirements does not create a contractual relationship between the subconsultant and the DEPARTMENT.

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

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

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict must be disclosed. By submitting a proposal in response to this RFP, Proposers affirm that they have not given, nor intend to give at any time

hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a Proposer's proposal. An award will not be made where a conflict of interest exists. The DEPARTMENT, in its sole discretion, will determine whether a conflict of interest exists and whether it may reflect negatively on the DEPARTMENT's selection of a Proposer. The DEPARTMENT reserves the right in its sole discretion to impose additional requirements upon the Proposer to mitigate such conflict of interest or to disqualify any Proposer on the grounds of an actual or an apparent conflict of interest.

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

The DEPARTMENT reserves the right to negotiate final contract terms with any Proposer selected in accordance with NAC §333.170. The contract between the parties will consist of the final executed contract, the RFP together with any modifications thereto, and the awarded Proposer's proposal, together 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 contract, addenda to the RFP, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

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 a contract 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 may be filed only with respect to:

1. Allegations that the terms of the RFP are wholly ambiguous, 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. 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 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 its notice to a Proposer that its Proposal was deemed nonresponsive or failed any pass/fail criteria.

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.

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 firm name, mailing address, phone number, and name of the individual responsible for submission of the protest. Protests shall completely and succinctly state the grounds for protest, its legal authority, its factual basis, and 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 filed by hand delivery on or before the applicable deadline to:

Nevada Department of Transportation
ATTN: Administrative Services/Dispute Resolution Office
1263 South Stewart Street, Room 101
Carson City, NV 89712

The Proposer filing the protest shall concurrently submit a copy of the protest to other Proposers whose addresses may be obtained from the Department.

D. COMMENTS FROM OTHER PROPOSERS

Other Proposers may file statements in support of or in opposition to the protest within seven (7) calendar days of the filing of the protest. The DEPARTMENT shall promptly forward copies of all such statements to the protester. Any statements shall be sworn and submitted under penalty of perjury.

E. 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.

F. 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 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.

G. PROTESTER'S PAYMENT OF COSTS

If a protest is denied, the Proposer filing the protest shall be liable for the DEPARTMENT'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 Department as a consequence of the protest.

H. 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 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/Bidder shall not be stayed during the pendency of any protest. Any agreement with the selected Proposer/Bidder shall be made contingent upon the outcome of any pending protest.

Attachments:

Submission Checklist
Evaluation Criteria Form
Consultant Reference Questionnaire

SUBMISSION CHECKLIST

This checklist is provided for Proposer's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents in the number and form set forth in the Submittal Instructions, may in the sole discretion of DEPARTMENT, be deemed non-responsive and not considered for contract award.

Part I:

1. Required number of Technical proposals _____
2. Correct number of pages submitted _____
3. Copy of State of Nevada State Business License _____

EVALUATION CRITERIA FORM

PROJECT DESCRIPTION: I-80 Fiber optic network upgrade project

PROPOSER: _____

SUB-CONTRACTOR(S): _____

EVALUATION ITEMS	*MAX SCORE*	*SCORE*
1. **Project Approach**: Proposer's approach to identifying and implementing the project requirements and meeting the NDOT's needs. Proposer should consider including information on their Quality Assurance/Quality Control program.		
Comments:		
2. **Project Team**: Project Manager to be assigned, education, capability and experience of the key personnel to be assigned and the estimated effectiveness of the team's proposed organization and coordination process.		
Comments:		
3. **Past Performance**: Past performance of project team in terms of cost control of the Proposer's budget commitments, quality of work and compliance with project schedule. Include all relevant work completed in the past three (3) years.		
Comments:		
4. **Availability and Capacity**: Demonstrate the availability of the key project team members for the duration of the project. Consider team members existing and projected workloads for the prime consultant and sub-consultants. Demonstrate the capacity of the firm to meet the needs of the project. Consider the prime consultant and sub-consultants depth of staffing and other resources.		
Comments:		
5. **Proximity of Project Team(s)**: Knowledge of the locality of the project and local agency requirements. Accessibility to the project area.		
Comments:		

Approved:

_____ _____

Committee Member Date

NDOT
070-028
Rev 2/09

State of Nevada
Department of Transportation

RFP No. 049-13-016 REFERENCE QUESTIONNAIRE
FOR:

_____
(Name of company requesting reference)

This form is being submitted to your company for completion as a business reference for the company listed above. Please return this form to the Nevada Department of Transportation (NDOT) via email to agreeservices@dot.state.nv.us, or fax to (775) 888-7101 no later than March 18, 2013 at 3:00 pm. **Do not** remit this document to the company requesting the reference.

The information contained in this questionnaire will be confidential and will not be accessible to the referenced company. For questions or concerns regarding this form, please contact the Agreement Services Division by phone - (775) 888-7070 or email - agreeservices@dot.state.nv.us and refer to the RFP number.

CONFIDENTIAL INFORMATION

Company providing reference _____
Contact name and title/position _____
Contact telephone number _____
Contact email address _____

Questions:

1. In what capacity have you worked with this company in the past? Please explain the company's responsibilities.
   COMMENTS:

2. How would you rate this company's knowledge and expertise?
   ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the company's flexibility relative to changes in the project scope and timelines?
   ___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

4. What was your level of satisfaction with hard-copy materials/products developed by the company?
___ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
COMMENTS:

5. Was the work done by this company completed on time and within budget?
COMMENTS on Time:

COMMENTS on Budget:

6. Who were the company's principal representatives involved in your project and how would you rate them individually? Please comment on the skills, knowledge, behaviors or other factors on which you base your rating.
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. With which aspect(s) of this company were you:
Most satisfied with
COMMENTS:

Least satisfied with
COMMENTS:

8. Would you recommend this company's service to your organization again?
COMMENTS: