

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

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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](http://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**

<b>Table IV</b>	
<b>Task</b>	<b>Date</b>
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](http://www.transportation.nv.gov) 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](http://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](mailto: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](mailto: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](mailto: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](http://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](http://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](http://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.

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**FORMS**

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## ATTACHMENT 1 – SCOPE OF SERVICES

*Available upon Request.*

Email [Agreeservices@dot.nv.gov](mailto:Agreeservices@dot.nv.gov) to obtain Attachments to RFP

**ATTACHMENT 2 – EXISTING AND CANDIDATE SITES INFORMATION**

*Available upon Request.*

Email [Agreeservices@dot.nv.gov](mailto: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](mailto:Agreeservices@dot.nv.gov) to obtain Attachments to RFP

## ATTACHMENT 4 – SHAPEFILES NEEDED FOR COVERAGE STUDIES

*Available upon Request.*

Email [Agreeservices@dot.nv.gov](mailto:Agreeservices@dot.nv.gov) to obtain Attachments to RFP

**ATTACHMENT 5 – SYSTEM TRAFFIC REPORT FOR 2015**

*Available upon Request.*

Email [Agreeservices@dot.nv.gov](mailto:Agreeservices@dot.nv.gov) to obtain Attachments to RFP

**ATTACHMENT 6 – EXISTING LICENSED 800 MHz FREQUENCIES**

*Available upon Request.*

Email [Agreeservices@dot.nv.gov](mailto:Agreeservices@dot.nv.gov) to obtain Attachments to RFP

## ATTACHMENT 7 – NSRS MICROWAVE SYSTEM INFORMATION

*Available upon Request.*

Email [Agreeservices@dot.nv.gov](mailto:Agreeservices@dot.nv.gov) to obtain Attachments to RFP

## ATTACHMENT 8 – RFP PRICING INSTRUCTIONS

*Available upon Request.*

Email [Agreeservices@dot.nv.gov](mailto:Agreeservices@dot.nv.gov) to obtain Attachments to RFP

## ATTACHMENT 9 – NDOT SITE SURVEY CHECKLISTS

*Available upon Request.*

Email [Agreeservices@dot.nv.gov](mailto:Agreeservices@dot.nv.gov) to obtain Attachments to RFP

**ATTACHMENT 10 – FORMS**

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**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](mailto:Agreeservices@dot.nv.gov) to obtain Attachments to RFP





**FORM D – KEY PERSONNEL**

**Name of Proposer:** \_\_\_\_\_

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

**FORM E – COMPLIANCE MATRIX**

*Available upon Request.*

Email [Agreeservices@dot.nv.gov](mailto: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: \_\_\_\_\_