



PURCHASING & CONTRACTS

CONFIRMATION FORM

FOR

BID NO. 10-073

PROJECT: TICKET VENDING MACHINE (TVM) REVENUE SERVICES

PURCHASING REPRESENTATIVE: LYDIA BILYNSKY

If you are interested in this invitation, immediately upon receipt, please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda e-mailed, faxed or mailed to you.

SUPPLIER ACKNOWLEDGES RECEIVING THE FOLLOWING BID: DOCUMENT:

BID NO. 10-073

PROJECT: TICKET VENDING MACHINE (TVM) REVENUE SERVICES

SUPPLIER MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Contact Name / Title: _____

Area Code/Telephone Number: _____

Area Code/Fax Number: _____

Email Address: _____

EMAIL THE COMPLETED CONFIRMATION FORM TO:

bilynskyl@rtcsonv.com

OR

FAX TO: (702) 676-1588



**REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA**

BID NO. 10-073

**PROJECT: TICKET VENDING MACHINE (TVM)
REVENUE SERVICES**

DATE: 11/19/09



**REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA, NEVADA**

**INVITATION TO BID
BID NO. 10-073**

PROJECT: TICKET VENDING MACHINE (TVM) REVENUE SERVICES

SCOPE: In accordance with the attached terms, conditions and specifications, it is the intent of this formal Invitation to Bid (ITB) to receive Bid Proposals from qualified Bidders for Ticket Vending Machine (TVM) Revenue Services for the period of March 1, 2010 through February 28, 2012, with the option to renew for up to 3 one-year periods, F.O.B. destination, freight prepaid, to the Regional Transportation Commission, in various locations in the Las Vegas Valley.

FEDERAL FUNDS: This project is not funded in whole or in part by federal funds. This project is being funded with _____ % federal funds.

BID DOCUMENTS may be obtained may be obtained on the internet at <http://rtcsonv.com/about/business.cfm>.

PREBID CONFERENCE will be held on the date, time and location specified below in the Schedule of Events at the Regional Transportation Commission, 600 South Grand Central Parkway, Las Vegas, Nevada 89106-4512.

BID OPENING: Bids will be accepted at the Regional Transportation Commission, 600 South Grand Central Parkway, Las Vegas, Nevada 89106-4512, 1st Floor receptionist, on or before the bid submission deadline specified in the Schedule of Events. A public bid opening will be held immediately thereafter in the room specified below in the Schedule of Events, which the public is invited to attend.

DESIGNATED CONTACTS: The designated Regional Transportation Commission Purchasing Representative for questions pertaining to this Invitation to Bid is Lydia Bilynsky, Sr. Purchasing and Contracts Analyst, e-mail bilynskyl@rtcsonv.com. After award the Contract Technical Representative will be the RTC’s Revenue Control Supervisor, contact e-mail and phone number to be provided after contract award.

SCHEDULE OF EVENTS*

<u>EVENT</u>	<u>DATE</u>
Request for Bid Issued:	11/19/09
Prebid Conference:	12/03/09 at 9:00 a.m. in Room 108
Deadline for submitting written questions on this Bid:	12/14/09
Addenda issued to bidders:	By 12/21/09
Bid submission deadline:	01/12/09 at 3:00 p.m. in Room 296

* The RTC reserves the right to modify the above dates by addendum or other written notice to the parties.

INVITATION TO BID PUBLISHED

Las Vegas Review Journal	11/18/09
Las Vegas Sentinel Voice	11/19/09
El Mundo	11/21/09
Passenger Transport	11/23/09

**REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA, NEVADA
INSTRUCTION TO BIDDERS
BID NO. 10-073**

PROJECT: TICKET VENDING MACHINE (TVM) REVENUE SERVICES

IB.1 INCLUSION OF "INVITATION TO BID"

The Invitation to Bid, as advertised, will be considered an inclusion of the specifications and conditions.

IB.2 TERMS

Addendum/Addenda: A written instrument issued by RTC Purchasing prior to the submission of Bids which modifies or clarifies the Bid Documents by addition deletion, clarification, correction or other

Bidder: An individual or firm that submits a bid in response to this Invitation to Bid.

Bid: A complete and properly signed offer to do the Work or produce, provide and/or install the product(s) for the amount(s) set forth in the Bid Proposal that is submitted in accordance with the Invitation to Bid.

Bid Document: Include, but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, contract requirements and forms, Bid Proposal Forms/Attachments, Exhibits, Specifications, Drawings, and any addenda issued prior to the date designated for the receipt of Bids.

Contract: The Bid Document, all addenda, the successful Bidder's bid, any insurance and/or bonds as applicable and the Notice of Award constitute the Contract.

FTA: Federal Transit Administration.

Governing Body: Regional Transportation Commission of Southern Nevada.

Prospective Bidder: Refers to any person who takes one or more of the following actions: (1) receives the ITB by direct mail; (2) attends the prebid meeting and registers as an attendee; or (3) registers with the RTC as a Prospective Bidder.

RTC: The General Manager of the Regional Transportation Commission of Southern Nevada or his designee.

Successful Bidder or Contractor: The individual or firm who submits the lowest, responsive and responsible bid in response to this Invitation to Bid.

Supplier: The individual or firm who is awarded the bid.

" or ": Denotes optional sections, subsections or paragraphs. Periodically throughout this Bid, there are sections, subsections or paragraphs preceded by boxes () that indicate that a section, subsection or paragraph may or may not apply to the project. If the box opposite a section has been marked with an "X" () , then the section, subsection or paragraph applies to the project and the Successful Bidder shall comply with the requirements set forth therein.

IB.3 SCOPE

The RTC is a political subdivision of the State of Nevada, and funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The RTC purchasing procedures are governed by the Nevada statutes and by various Federal statutes and regulations, and by FTA. These require, among other things, that purchases be made according to approved plans and specifications, which become a part of the contract between the RTC and a Successful Bidder to this Invitation to Bid.

IB.4 PREPARATION OF FORMS

Bid Proposals will be submitted on the forms provided by RTC. All figures must be written in ink or typewritten. Figures written in pencil or containing erasures are not acceptable. However, mistakes may be

crossed out and corrections inserted adjacent thereto and initialed in ink by the authorized person signing the Bid Proposal. If there are discrepancies between unit prices bid and the extended total, the unit price will prevail.

IB.5 SUBMISSION OF BIDS

Sealed Bids including one original, five (5) copies, and one (1) compact disk (CD) copy of all requested attachments (unless otherwise specified) must be received by the RTC at its offices located in the Schedule of Events, directed to Lydia Bilynsky, Sr. Purchasing and Contracts Analyst no later than the date and time specified in the Schedule of Events, Bid Opening. The Bidder's submission will be time-stamped upon receipt. Bids time stamped 3:01 p.m. or later will not be accepted and will be returned unopened to the Bidder(s). Regardless of method used for delivery, Bidder will be wholly responsible for the timely delivery of its bid(s). Faxed and/or e-mailed bids are not allowed and will not be considered. Bidders and other interested parties are invited to attend the bid opening.

Bidders must follow the bid labeling instructions specified in attached Exhibit A. No responsibility will attach to the RTC or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a Bid Proposal not properly addressed and identified.

Bidders are requested to e-mail bilynskyl@rtcsonv.com of their intent to bid and their telephone number, at least 24 hours in advance of the bid opening date and time.

IB.6 ADDENDA AND INTERPRETATIONS

Any requests for addenda, clarification or modification of the ITB are to be submitted in writing. Any such requests should be received by the RTC Purchasing, in writing, by close of business, on the day specified in the Schedule of Events as the deadline for submitting written questions. Any question received after that date has no guarantee of review. All requests must be accompanied by all relevant clarification, amendment or addendum to this ITB.

The RTC reserves the right, upon the request of a Prospective Bidder or upon its own initiative, to issue addenda to this ITB. In any such case, a written addendum will be provided to all Bidders. Any such changes to the ITB will be made via addenda. **The Bidder shall be responsible to verify the number of addenda issued by the RTC before the bid due date and time to ascertain it has received all the addenda issued on the solicitation.** The RTC is not bound by any oral interpretations, clarifications, or changes made in the written specifications by the RTC's employees. Any clarification or change to the ITB must be provided to Bidders in written addendum form from RTC Purchasing.

Bidders shall take no advantage of any apparent error or omission in the Bid Document. In the event a Bidder discovers such an error or omission, they shall immediately notify the RTC. The RTC will then make such corrections and interpretations as may be deemed necessary for the fulfilling the intent of the Bid Document through the issuance of an addendum.

RTC Purchasing will make a determination and provide a response to each request made by a Bidder pursuant to this procedure. The written response will be mailed or otherwise furnished to all Prospective Bidders.

IB.7 COST OF BID

Any costs incurred by Bidders responding to this Invitation for Bid in anticipation of receiving a contract award will not be reimbursed by the RTC.

IB.8 BID WITHDRAWAL

The RTC reserves the right in its discretion to withdraw or cancel this Invitation to Bid, in whole or part, at any time without prior notice, and makes no representations that any contract will be awarded to any Bidder responding to this Invitation to Bid. The RTC expressly reserves the right to postpone Bid opening for its own convenience, to waive any informality or irregularity in the Bids received, to accept or reject any and all Bids responding to this Invitation to Bid without indicating any reasons for such rejection or refuse to enter into any contract resulting from any bid submitted, without expense to the RTC.

IB.9 CONTACT WITH RTC DURING BIDDING PROCESS

Communications in connection with this ITB shall be in writing and shall be delivered personally; by facsimile, e-mail, air express or by regular, registered, overnight or certified mail addressed to the person named in the ITB, Designated Contact, Purchasing Representative. Failure of a Bidder or any of its representatives to comply with this paragraph may result in its bid being rejected.

IB.10 PRICE STABILITY

It is agreed that all prices bid shall be good for a minimum of 90 calendar days from the date of the bid opening to allow the RTC to evaluate and consider award.

IB.11 ACCEPTANCE OF BIDS

Each Bid shall be submitted with the understanding that it constitutes an offer to produce and deliver the services specified in this ITB at the price bid for the term of the contract, or annually if an annual requirements contract. The item(s) bid shall include all labor, materials, tools, equipment and other costs necessary to fully complete the manufacturing and procurement pursuant to the bid terms, conditions and specifications. It is the intention of these specifications to provide and require complete manufacturing as prescribed herein. Any items omitted from the specifications which are clearly necessary for such manufacturing shall be considered a portion of such manufacturing although not directly specified or called for in these specifications. No advantage shall be taken of the omission of any part or detail which goes to make the manufacturing complete and ready for service.

IB.12 SUBCONTRACTING

If subcontractors are necessary to complete any functions of this requirement, the Bidder must list the names and business locations of any proposed subcontractors, with their submitted Bid Proposal. The RTC retains the right to review and approve any subcontractors proposed by the Supplier. Any approval of the subcontractors shall not be construed as making the RTC party of such contract, giving the subcontractors privity of contract with RTC, or subjecting RTC to liability of any kind to any subcontractors.

IB.13 TERMS OF PAYMENT

For purposes of bid evaluation, terms of payment as listed on the Bid Proposal page shall be defined as the amount of discount offered by the Bidder to the RTC if payment is made within a specified time frame. The RTC is unable to guarantee payment in less than 30 calendar days, therefore, terms of payment cash discount for less than 30 calendar days will be considered net 30 days in the bid evaluation. An offer on the Bid of less than 30 calendar days net payment will cause the Bid to be rejected.

A prompt payment discount will be considered in the bid evaluation only if the discount period offered by the Bidder is 30 calendar days or more. Examples:

Terms of Payment: 2 % 10, Net 30 Days

Two percent will be deducted from the purchase price if invoice is paid within 10 calendar days; but no discount will be taken if paid between 11 and 30 calendar days. No discount will be taken in consideration in the bid evaluation for these terms of payment.

Terms of Payment 2 %, 30 Days.

Two percent will be deducted from the purchase price if the invoice is paid within 30 calendar days of receipt of invoice or acceptance of the product, whichever is later. 2% discount will be taken in consideration in the bid evaluation for these terms of payment.

Terms of Payment 0 %, 30 Days.

No payment discount is offered and payment is due within 30 calendar days of receipt of invoice or acceptance of the product, whichever is later.

IB.14 BRAND NAMES "OR EQUAL"

Whenever, in this ITB, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to RTC must be provided by Bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

IB.15 EXCEPTIONS TO BID

The Bidder will list on a separate sheet of paper any exceptions to the conditions (other than variances of the technical specifications) of this bid. This sheet will be labeled, "Attachment 1-Exceptions to Bid Conditions, Bid No. 10-073" and will be attached to the Bid Proposal. If no exceptions are stated, it will be understood that all ITB, General Conditions and any Special Conditions will be complied with, without exception. ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION.

IB.16 WITHDRAWAL OF BID

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Purchasing Representative in writing, or a bid release form has been properly filled out and submitted to the RTC reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

All responsive and responsible bids received are considered firm offers for a period of 90 calendar days after the date of the bid opening. The Bidder's offer will expire after 90 calendar days unless the offer is further extended in writing by the Bidder.

If a Bidder intended for award requests that its bid be withdrawn, it must withdraw its bid in writing, and that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

IB.17 REJECTION OF BID

RTC reserves the right to reject any and all bids received by reason of this ITB.

IB.18 DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and proposals may be rejected for any of (but not limited to) the following causes:

- a. Failure to use the Bid Proposal form furnished by the RTC.
- b. Lack of signature by an authorized representative on the Bid Proposal form.
- c. Failure to properly complete the Bid Proposal.
- d. Evidence of collusion among Bidders.
- e. Unauthorized alteration of Bid Proposal form.

RTC reserves the right to waive any minor informality or irregularity.

IB.19 ANTI-LOBBYING CLAUSE

No person (or entity) submitting a bid in response to the ITB, nor officer, employee, representative, agent, or consultant representing such a person (or entity) shall contact through any means or engage in any discussion concerning the award of the contract with any member of the Regional Transportation Commission or his or her personal staff during the period beginning on the date of bid submissions and ending on the date of selection of the Supplier. Any such contact would be grounds for the disqualification of the bidder.

During the period beginning on the date of issuance of the ITB and ending on the date of award to the Supplier, any contact with the RTC staff by a bidder should be limited to the written clarification and addenda process described herein, the Pre-bid Conference and site visits (when applicable). Bidders are not precluded prior to the Pre-bid Conference, from raising questions or points of clarification verbally with the Purchasing Representative, but any verbal responses received are not binding on the RTC and do not operate to clarify or change the ITB. As specified herein, any such clarification or changes must be by written addenda issued by the RTC Purchasing.

IB.20 TIE-BIDS

A tie-bid is defined as an instance where bids are received from two or more Bidders who are the low Bidders, and their offers are identical. This does not often occur because the bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply. If any of these areas are not

identical, the bids are not considered to be tied, and the RTC can justify awarding to the Bidder with the lowest responsive and responsible Bid. Should there be a tie-bid, the Regional Transportation Commission reserves the right to conduct a public drawing after the bid opening has been completed.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw. When a drawing is necessary, the appropriate Purchasing Representative will contact the Bidders involved and describe the reason for the drawing. The Purchasing Representative will indicate the time and place of the drawing and invite the Bidders to attend, but specify that attendance is not mandatory for the drawing. The Purchasing Representative will ensure that another Purchasing Department or another RTC employee is present as a witness at the drawing.

IB.21 COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.165, evidence of agreement or collusion among Bidders and prospective Bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidder, in advance of the opening bids, made or permitted by a member of the Governing Body or an employee or representative thereof, will operate to void all bids proposals of that particular bid solicitation or request.

IB.22 DBE UTILIZATION

Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this ITB and will not be discriminated against on the grounds of race, color, age, disability, creed, sex, or national origin in consideration for an award.

IB.23 SUPPLIER DIVERSITY

Minority Business Enterprises (MBEs) and Woman-owned Business Enterprises (WBEs) will be afforded full opportunity to submit bids in response to this ITB and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

IB.24 AFFIRMATIVE ACTION PROGRAM

It is recommended that those Bidders who have not initiated an Affirmative Action Program give consideration toward pursuing such a Program.

IB.25 RTC PROTEST PROCEDURES

Any Bidder may protest to the Owner the proposed award of a contract by the RTC Commission provided the Bidder complies with the procedure set forth below. The RTC Commission will not consider any appeal unless the Bidder complies with this procedure. In order for a bid protest to be considered by the Owner, it must be submitted by a Bidder in accordance with the procedures set forth herein. A protest which is submitted by a party which is not a Bidder, or which is not in accordance with the procedures shall not be considered by the Owner, and will be returned to the submitting party without any further action by the Owner.

Filing a Notice of Protest on a Bid

A Bidder may file a notice of protest with the Owner if:

It submitted a bid on a contract that was required to be advertised pursuant to NRS 332 or NRS 338; and

The bids were opened; and

Within the period specified by the Owner, the Bidder filed a notice of protest regarding the awarding of the contract;

The Bidder believes the applicable provisions of law were violated.

Notice of Protest Procedure

A notice of protest must include a written statement setting forth with specificity the reasons the Bidder filing the notice believes the applicable provisions of law were violated.

A Bidder filing a notice of protest is required by the Owner, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the Owner, to the Owner who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

1. Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
2. Two Hundred Fifty Thousand Dollars

Protests must be submitted in writing within five business days after the bid opening date. Protests must be submitted to:

Regional Transportation Commission,
Attn: Manager, Purchasing & Contracts,
600 South Grand Central Parkway, Suite 350,
Las Vegas, Nevada 89106-4512.

All protests must be received at the appropriate Owner's address listed above during normal office hours.

Effect of Protests on Procurement Action

A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the Owner on the protest.

A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the Owner has made a determination of the protest and awarded the project.

The Owner is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the bidder files a notice of protest pursuant to this section.

If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the Owner in an amount equal to the expenses incurred by the Owner because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the Bidder who posted the bond or submitted the security.

Resolution of Protests

Upon receipt of a notice of protest, the Purchasing and Contracts department will notify General Counsel, the Assistant General Manager and the General Manager. Purchasing and Contracts will notify the protester in writing within two days after the receipt of the notice of protest that the protest is being considered. In the notification, Purchasing and Contracts will inform the protester of any additional information required for evaluation of the protest by the owner, and the protester will be given two days to provide the omitted or incomplete information, protest bond, or documentation in order for the protest to be further considered. If complete information is not received, Owner need not consider the protest any further.

After receipt of a complete notice of protest and protest bond or other security, Purchasing and Contracts will review protest for validity and will work with the protester, and any other interested party to resolve.

Absent resolution, staff will notify the General Manager, who will make a recommendation to the RTC commission of the appropriate disposition of such protest. The recommendation shall be made on the basis of the information provided by the protester and other parties, and the Owner's own investigation and analysis of what provisions of the law were violated.

If the protest is upheld, the Owner will take appropriate action to correct the procurement process and

protect the rights of the protester, including re-solicitation, revised evaluation of bids, Owner determination or termination of the contract.

If the protest is denied, the Owner will lift any suspension imposed and proceed with the appropriate stage of the procurement process or the contract.

A protester adversely affected by a bid protest decision by the RTC Commission may appeal such decision to the Eighth Judicial District Court of Nevada.

Federal Transit Administration Appeals

If the Owner procurement is funded by the Federal Transit Administration (FTA), the provisions of this section apply.

The initial protest must be reported or disclosed by the Owner to the FTA.

A protester adversely affected by a bid protest decision of the RTC Commission may submit a protest to the FTA in accordance with the provisions of FTA circular 4220.1F, or a currently in effect as of the date of the Owner's decision on the bid protest.

Under the provision of the FTA circular, FTA will only review protests regarding the alleged failure of the Owner to have written protest procedures or to have followed such protest procedures.

In accordance with the FTA circular, such protests must be filed no later than five days after a final decision is rendered under the Owner's protest procedure. In instances where the protester alleges that the RTC failed to make a final determination on the protest, protesters must file a protest with the FTA no later than five days after the protester knew or should have known of the Owner's failure to render a final determination of the protest.

Under the following conditions, the RTC may proceed with the procurement in spite of a pending protest to the FTA:

1. The items to be procured are urgently required;
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause undue harm to the RTC or the Federal Government.

In addition to, or as an alternative to a protest to the FTA, a protester adversely affected by a bid protest decision by the Commission may also appeal such decision to the Eighth Judicial District Court of Nevada.

IB.26 METHOD OF AWARD

This Bid will be awarded to the lowest responsive and responsible Bidder on a total bid amount basis, contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by the RTC. If there is more than one line item to the bid, Bidders must bid on all items to be considered responsive.

Total Base Bid Contract Price will be determined as follows:

The estimated volumes in Exhibit F will be used to extend out the Bid Proposal Pricing for: Cost for Scheduled TVM Service, Cost for Cash Counting, Cost for Unscheduled Service and Cost for Special Services for Base Contract Year 1 and 2. The total cost for Base Contract Year 1 and Base Contract Year 2 will be added for a Total Base Contract Price for Services. The Training Lump Sum Price will be added to the Total Base Contract Price for Services for a Total Base Bid Contract Price.

Additive Alternate Bids:

In addition to the Base Bid, the Bidder shall indicate the amount of the Additive Alternate Bid by completing

the applicable section of the Bid Proposal Form at the time of the award of the Contract, the RTC may, in its sole discretion, elect to include the Additive Alternate Bid as part of the Project. The price of the Additive Alternate Bid exercised by the RTC (the cost of which is not included in the Base Contract Bid Pricing) is combined with the cost of the Total Base Bid Contract Price in determining the lowest responsive and responsible Bidder. **The failure to complete the Additive Alternate Bid section of the Bid Schedule may result in the rejection of the Bid Proposal.**

The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors: price, conformance to specifications; qualifications; past performance; performance or deliver date; quality and utility of services, supplies materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract; the best interests of the public; and such other criteria as may be set forth by the RTC in the advertisement or request for bids, as applicable, that pertains to the contract. In addition, in determining the responsibility of the bidder, the RTC shall consider the possession of and limit on any required license of the bidder; and may consider the financial responsibility; experience; adequacy of the equipment; past performance; performance or deliver date and the ability of the bidder to perform the contract.

All provisions and conditions contained herein shall become part of any subsequent contract, notice of award and/or purchase order that is awarded from this ITB.

The RTC has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the Successful Bidder during the term of the contract but these offers will not be part of the determination for award of this bid unless otherwise specified.

In accordance with NRS 332.065.3, the RTC may re-award this contract if the Successful Bidder is found to be in breach of the contract. Re-awarding the contract by the RTC is not a waiver of any liability of the initial Bidder awarded the contract.

IB.27 SOCIAL RESPONSIBILITY AND SUSTAINABILITY

Social Responsibility and sustainability mean helping an organization bring down the negative impact of its functionality and bring up the positive impact of its functionality in the community, diversity and the environment. In concert with the RTC's goal of social responsibility and sustainability, it asks that its supply chain also give consideration to committing to social responsibility. In the best interest of the public, Bidder is encouraged to document its level of commitment and efforts by specifying as an attachment to their bid, its formal direction and processes to fulfill sustainability commitments in the areas of community; diversity and inclusiveness, both supply base and workforce; environment; ethics and business conduct; financial responsibility; human rights; health and safety; and sustainability.

IB.28 BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that it has read and understands the bidding documents and that the bid is made in accordance therewith, and that it has visited the site if applicable and familiarized itself with the local conditions, laws and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

IB.29 BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

IB.30 ADDITIVE ALTERNATE ITEMS

This document contains an Additive Alternate item(s) which is/are shown in the specifications and drawings under the appropriate sections, but is/are not to be included in the Total Base Bid amount. The item(s) is/are identified by a number designation and description. It is the responsibility of each Bidder to determine to its own satisfaction the limits and extent of the work for the item and quote a unit price and/or lump sum on the Bid Form pages. Where an additive alternate requires deleting all or a portion of the specified item and adding or substituting an optional item, the Bid Amount submitted for the additive alternate shall be the net cost

difference between what is added and what is deleted. The(se) item(s) may be exercised by the RTC in sequential order only subject to the availability of funds.

IB.31 ATTACHMENTS TO BID

NRS 332.065 requires the contract to be awarded to the lowest responsive and responsible bidder, which may be judged on the basis of:

- a. Price;
- b. Conformance to specifications;
- c. Qualifications;
- d. Past performance;
- e. Performance or delivery date;
- f. Quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract;
- g. The best interests of the public; and
- h. Such other criteria as may be set forth by the governing body or its authorized representative in the advertisement or request for bids, as applicable that pertains to the contract.

In addition, in determining the responsibility of the bidder, the RTC shall consider:

- i. The possession of and limit on any required license of the bidder; and

May consider:

- j. The financial responsibility;
- k. Experience;
- l. Adequacy of the equipment;
- m. Performance or deliver date; and
- n. The ability of the Bidder to perform the contract.

Bidder shall provide the requested attachments to its bid proposal which demonstrate its responsiveness and responsibility, which will be judged for responsiveness and responsibility during the bid evaluation. The RTC reserves the right to inspect the Bidder's facility(ies) and/or request additional information of the Bidder to determine responsibility in accordance with the criteria specified above.

IB.32 DESCRIPTIVE LITERATURE/MATERIALS

Bidders shall submit with their bids the latest printed specifications and advertising literature or the materials to be used on the manufactured items or equipment as offered in their Bid Proposal.

IB.33 SCOPE OF WORK/ EXCEPTIONS TO

Bidder will list on a separate sheet of paper any exceptions to the requirements of Scope of Work of this bid. The sheet will be labeled "Attachment 3-Exceptions to Scope Work, ITB No. 10-073" and will be submitted with the Bid Proposal. If no exceptions are stated, it will be understood that the performance of and requirements of the Scope of Work shall be complied with without exception. The Bidder should also include a statement that the Bidder can perform according to the attached Scope of Work.

IB.34 ADDITIONAL BID SUBMITTALS

Any additional agreements, terms, conditions, or exceptions to the bid requirements that are submitted with the Bidders Bid Proposal form may be considered substantial deviations from the bid requirements and be cause for rejection.

IB.35 RECYCLED PRODUCTS PREFERENCE

- a. In accordance with NRS 332.065.2 (a), the RTC gives preference to Bidders who propose recycled products if the Bidder is found to be responsive and responsible, the recycled product meets all of the requirements in this bid document, and costs no more than a comparable non-recycled product. Bidders shall

note in their bid submittal if a recycled product is being offered. Bidders may be requested to submit the appropriate documentation to validate that the recycled product meets all of the requirements defined in this document within two calendar days of RTC's request.

b. In accordance with NRS 332.065.2 (b), the RTC gives preference to Bidders who propose recycled products if the Bidder is found to be responsive and responsible, the recycled product meets all of the requirements in this bid document, and costs no more than 5% more than a comparable non-recycled product. Bidders shall note in their bid submittal if a recycled product is being offered. Bidders may be requested to submit the appropriate documentation to validate that the recycled product meets all of the requirements defined in this document within two calendar days of RTC's request.

c. In accordance with NRS 332.065.2 (c), the RTC gives preference to Bidders who propose recycled paper products if the Bidder is found to be responsive and responsible, the product meets all of the requirements in this bid document including quality and delivery requirements, and costs no more than 10% higher than that of paper products made from virgin material. Bidders shall note in their bid submittal if a recycled product is being offered. Bidders may be requested to submit the appropriate documentation to validate that the recycled product meets all of the requirements defined in this document within two calendar days of RTC's request.

A recycled paper product is defined as all paper and wood-pulp products containing at least 50% of its total weight using post-consumer waste and/or secondary waste. Post-consumer waste is defined as a finished material which would normally be disposed of as a solid waste having completed its life cycle as a consumer item. Secondary waste is defined as fragments of products or finished products of a manufacturing process which has converted a virgin resource into a commodity of real economic value.

Post-consumer waste and secondary waste does not include fibrous waste generated during a manufacturing process such as fibers recovered from waste water or trimmings from paper machine rolls, wood slabs, chips, sawdust, or other wood residue from a manufacturing process.

IB.36 SUBSTITUTIONS

Specifications are intended to show kind and quality required and are not intended to be restrictive. Bidders may request 'approved equals' (IB. 14) or substitutions in specifications as long as the proposed materials, processes or equipment is equal to, or exceeds the requirements stated in this document, without materially changing the technical specification. .. Bidders desiring to submit an approved equal or substitution request shall observe the following procedure:

1. Submit to the Purchasing Representative by 10/08/09 at 6:00 p.m., a complete description of the actual items being offered for consideration as an "or equal" substitution item, including manufacturer's brochures, pictures and/or dimensional drawings if available.
2. Proof, satisfactory to RTC, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.
3. Equivalent items may be subject to performance testing.
4. Any approved substitutions will be issued through an addendum to all known planholders.

IB.37 ALTERNATE BIDS

Alternate bids are not acceptable and will be rejected by the RTC. Alternate bids are defined as bids that do not comply with the bid terms, conditions, and specifications. Bidders may submit more than one bid providing that all such bids comply with the bid terms, conditions and specifications.

IB.40 BRAND NAMES AND OR EQUALS

Whenever, in this Invitation to Bid, any particular materials, process, and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process, and/or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to RTC must be provided by the Successful Bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

**REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA, NEVADA
GENERAL CONDITIONS**

BID NO. 10-073

PROJECT: TICKET VENDING MACHINE (TVM) REVENUE SERVICES

GC.1 GOVERNING ORDER OF DOCUMENTS

The Bid Documents include various divisions, sections and conditions that are essential parts for the goods or services to be provided by the Supplier. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and/or provide for the good or service. In case of discrepancy or inconsistency, the following precedence will govern:

- A. Addenda
- B. Instructions to Bidders
- C. Federal Requirements
- D. General Conditions
- E. Special Conditions
- F. Specifications/Scope of Work
- G. Detailed drawings or notes
- H. Drawings

Amendments will take precedence over the above items. Changes to items in the General Conditions, Federal Requirements and Special Conditions as specified above requires the approval of legal counsel and the governing body or the General Manager, or his designee, prior to the execution of the amendment.

GC.2 PURCHASE ORDERS

The Regional Transportation Commission will issue a Purchase Order, to encumber funds, to authorize the Successful Bidder, hereinafter referred to as Supplier, to deliver and invoice for the items offered.

GC.3 INVOICES

Invoices for bid items are to be sent to the Regional Transportation Commission, 600 S. Grand Central Pkwy., Las Vegas, Nevada, 89106-4512, Attn: Accounts Payable. Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within net 30 calendar days after receipt of an accurate invoice and supporting documentation that has been reviewed and approved by the applicable department's authorized representative. The RTC shall mail payments to the Supplier based on, receipt by the RTC of the accurate invoice and supporting documentation.

All invoices should include the following information:

- A. Invoice Date
- B. Supplier's Invoice Number
- C. Supplier Name
- D. Complete Address (including street, city, state, and zip code)
- E. Telephone Number
- F. Contact Person
- G. Itemized description of products delivered (including quantities) or services rendered (including dates)
- H. Supplier's Tax Identification Number
- I. Bid Number
- J. Itemized pricing and total amount due, which is consistent with the unit(s) of measure and pricing in the Bid Proposal (excluding Sales and Use Tax)
- K. Percentage Discounts/ Payment Terms (if offered)

The Supplier is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, the RTC may declare the Supplier in breach

of the contract, terminate the contract, and designate the Supplier as non-responsible if responding to future invitations to bid.

GC.4 CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, the RTC reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of the Supplier's obligations under this Contract, in whatever manner the RTC determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to the contract be made during the contract term, a written amendment detailing those elements shall be executed by the Supplier and the RTC. Oral change orders will not be permitted. No change in the contract shall be made unless the RTC gives its prior written approval therefore. The Supplier shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the RTC.

Within seven calendar days after receipt of the written change order to modify the contract, the Supplier shall submit to the RTC a detailed price and schedule proposal for the work to be performed or goods provided.

This proposal shall be subject to negotiations between the Supplier and the RTC. After the proposal is accepted by the Governing Body, a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause, herein.

GC.5 TERMINATION FOR CONVENIENCE

The RTC may terminate any contract awarded from this Invitation for Bid in whole, or in part, whenever the RTC shall determine that such termination is in the best interest of the RTC. Any such termination shall be effected by delivery to the Supplier of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the RTC, the Supplier shall:

1. Stop work under said contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under said contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the RTC in the manner, at the times, and to the extent directed by the RTC, all of the right, title, and interest of the Supplier under the orders and subcontracts so terminated, in which case the RTC shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent the RTC may require;
6. Transfer title to the RTC and deliver in the manner, at the times, and to the extent, if any, directed by the RTC the fabricated or unfabricated parts, work in process, or completed work, supplies, and other materials produced as a part of, or acquired in connection with their performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if said contract had been completed, would have been required to be furnished to the RTC;
7. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the RTC, any property of the types referred to above; provided, however, that the Supplier shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the RTC, and provided further that the proceeds of any such transfer or disposition shall be applied in the reduction of any payments to be made by the RTC to the Supplier under said contract or shall otherwise be credited to the price or cost of the work covered by said contract or paid in such other manner as the RTC may direct;
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination;
9. And take such action as may be necessary, or as the RTC may direct, for the protection or preservation of the property related to said contract which is in the possession of the Supplier and in which the RTC

has or may acquire an interest.

Settlement of claims by the Supplier or recoveries by the RTC under this termination for convenience clause shall be in accordance with the legal rights and liabilities of the parties to said contract.

GC.6 TERMINATION BY MUTUAL AGREEMENT

The Contract may be terminated by mutual agreement of the parties. Such termination shall be effective in accordance with a written agreement by the parties. Any other act of termination shall be in accordance with the termination by convenience or default provisions contained herein.

GC.7 TERMINATION FOR DEFAULT

The RTC may, by written notice of default to the Supplier, terminate the whole or any part of any contract awarded from this Invitation for Bid if the Supplier fails to make delivery within the time specified herein or any extension thereof. The RTC may, by written notice of default to the Supplier, terminate the whole or any part of said contract if the Supplier fails to perform any of the other provisions of said contract or so fails to make progress as to endanger the performance of said contract in accordance with its terms; and, in either of these two circumstances does not cure such failure within a period of ten calendar days (or such longer period as RTC may authorize in writing) after receipt of notice from RTC specifying such failure.

If said contract is terminated in whole or in part for default, the RTC may procure, upon such terms and in such manner as the RTC may deem appropriate similar to that so terminated. The Supplier shall be liable to the RTC for any excess costs for such similar procurement, and shall continue the performance of said contract to the extent not terminated under the provisions of this clause.

If, after notice of termination said contract under the provisions of this clause, it is determined for any reason that the Supplier was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the RTC.

The rights and remedies of the RTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

RTC reserves the right to cancel the Contract upon 30 calendar days' written notice with good cause.

GC.8 CONFLICT OF INTEREST

No employee, officer or agent of the RTC shall participate in the selection, or in the award or administration, of the Contract if a conflict of interest, real or apparent, would be involved. No member, officer, or employee of the RTC during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

- (1) The employee, or an officer or agent of the employee;
- (2) Any member of the employee's immediate family;
- (3) The employee's business partner; or
- (4) An organization which employs, or is about to employ, any of the above.

The RTC's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Supplier(s), potential suppliers, subcontractors, or other parties to subagreements whereby the intent could reasonably be inferred as influencing the employee in the performance of his or her duties or was intended as a reward for any official act on his or her part.

GC.9 FEDERAL STATE AND LOCAL LAWS

All Bidders will comply with all federal, state and local laws relative to conducting business in Clark County

including, but not limited to, licensing, labor and health laws, and including NRS 338.010 through NRS 338.180, as amended, if applicable. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

GC.10 LACK OF FUNDS

The entering into of the Contract by the RTC is subject to its receipt of local and Federal funds adequate to carry out the provisions of the Contract in full.

The RTC may cancel or reduce the amount of service to be rendered if the RTC determines that such action is in the RTC's best interests, or that there will be a lack of funding available for the service. In such event, the RTC will endeavor to notify the Supplier in writing 30 calendar days in advance of the date such cancellation or reduction is to be effective.

GC.11 ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the Supplier will not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of RTC and any sureties.

GC.12 WAIVER OF TERMS AND CONDITIONS

The failure of the RTC or the Supplier to enforce one or more of the terms or conditions of the Contract or to exercise any of its rights or privileges, or the waiver by the RTC of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

GC.13 INTERPRETATION, JURISDICTION, AND VENUE

All contractual agreements shall be subject to, governed by, and construed and interpreted solely according to the laws of the State of Nevada. The Supplier hereby consents and submits to the jurisdiction of the appropriate courts of Nevada or of the United States having jurisdiction in Nevada for adjudication of any suit or cause of action arising under or in connection with the Contract documents, or the performance of such Contract, and agrees that any such suit or cause of action may be brought in any such court.

GC.14 DISCLAIMER OF LIABILITY

The RTC will not hold harmless or indemnify the Supplier for any liability whatsoever.

GC.15 INDEMNITY

The Supplier agrees to protect, defend, indemnify and hold the RTC, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character (hereinafter collectively "claims") in connection with or arising directly or indirectly out of the Contract or the performance hereof by the Supplier or any subcontractor. Without limiting the generality of the foregoing, any and all such claims, relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Supplier further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, at its sole expense and agrees to bear all other costs and expenses related thereto, whether or not it is alleged or determined that the Supplier was negligent, and without regard to whether such claim is groundless, false, or fraudulent.

GC.16 TAXES

Pursuant to NRS 372.325, the RTC is exempt from State Retail Sales and Use Tax and Federal Excise Tax (Employee Identification Number 90-0036752). The price bid must be net, exclusive of taxes.

GC.17 COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Supplier that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State

Department of Taxation at (702) 486-2300.

GC.18 EMPLOYMENT OF UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the Supplier shall not employ unauthorized aliens in the performance of this Contract.

GC.19 PUBLIC RECORDS

The RTC is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the RTC's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the RTC may not be disclosed until the bid is recommended for award of a contract.

GC.20 USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 allows local governments to join or use the contacts of other local governments or the State of Nevada, with the authorization of the Supplier.

GC.21 AUDITS

a. The Supplier agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three years after such finding has been resolved. If the Supplier goes out of business, the Supplier shall forward the books and records to the RTC to be retained by the RTC for the period of time required herein.

b. The RTC, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Supplier pertaining to the performance this Contract during normal business hours. The RTC will provide prior written notice to the Supplier of the audit and inspection. If the books and records are not located within Clark County, the Supplier agrees to deliver them to the RTC, or to the address, designated by the RTC, within Clark County. In lieu of such delivery, the Supplier may elect to reimburse the RTC for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Supplier's office. If the books and records provided to the RTC are incomplete, the Supplier agrees to remedy the deficiency after written notice thereof from the RTC, and to reimburse the RTC for any additional costs associated therewith including, without limitation, having to revisit the Supplier's office. The Supplier's failure to remedy the deficiency shall constitute a material breach of this Contract. The RTC shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this paragraph.

c. If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the RTC or the RTC's designated representative(s) finds the dollar liability is less than payments made by the RTC to the Supplier, the Supplier agrees that the difference shall be either: (a) repaid immediately by the Supplier to the RTC or (b) at the RTC's option, credited against any future billings due the Supplier.

GC.22 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

GC.23 ENTIRE AGREEMENT, SECTION AND PARAGRAPH HEADINGS

a. This Contract represents the entire and integrated agreement between the RTC and the Supplier. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

b. The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

GC.24 FLOWDOWN

Company shall provide that its contracts with its subcontractor(s) shall provide that the subcontractor(s) shall be bound to the Company in the same manner, and to the same extent, as the Company is bound to the RTC under this Bid.

GC.25 DISPUTES

For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the RTC is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Supplier, the Supplier shall notify the RTC of its intent to proceed further with the claim or dispute, and in response thereto, the RTC shall notify the Supplier as to its selected forum for resolution. For any and all claims or disputes asserted by the RTC, the RTC shall notify the Supplier in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

If arbitration is selected by the RTC as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

The laws of the State of Nevada shall govern this Bid and the venue for purposes of such litigation or arbitration shall be in a competent jurisdiction in Clark County, Nevada.

**REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA, NEVADA
SPECIAL CONDITIONS**

BID NO.

TICKET VENDING MACHINE (TVM) REVENUE SERVICES

SC.1 SCOPE OF WORK/SPECIFICATIONS

The Supplier shall perform the work or supply the goods required of the contract in compliance with the Scope of Work set forth in attached Exhibit B, incorporated herein by this reference.

SC.2 CONTRACT TERM

- a. NOTICE OF AWARD/CONTRACT: Effective date of this Contract shall be the date of approval of the Bid award by the Governing Body. Work is to commence immediately upon the date of award by the Governing Body. Award of contract will be by "Notice of Award" issued by the Regional Transportation Commission (RTC) which, together with the signed Bid Proposal, will be used as the Contract document.
- b. NOTICE OF AWARD/NOTICE TO PROCEED/CONTRACT: Effective date of this Contract shall be the date acceptable insurance and bonds, if applicable, have been received by the RTC, after approval of the Bid award by the Governing Body. The "Notice to Proceed" should be issued by the RTC within three calendar days after receipt of all required bid submittals. Work is to commence immediately upon the issuance of the Notice to Proceed. Award of the contract will be by "Notice of Award" issued by the Regional Transportation Commission (RTC) which, together with the signed Bid Proposal, will be used as the Contract document.
- c. INITIAL TERM: The initial term of this Contract shall be from February 22, 2010 through February 28, 2012. The period from February 22, 2010 through February 28, 2010 will be considered the "Training" period. Revenue Services shall begin on March 1, 2010 and the initial contract term shall be March 1, 2010 through February 28, 2012
- d. CONTRACT RENEWALS: The RTC has the option to renew this Contract for an additional three (3), one-year periods from its expiration date. In the event that the RTC intends to renew the contract, written notice shall be provided by the RTC to the Supplier at least 30 calendar days prior to the contracts expiration date.
- e. CONTRACT EXTENSION: RTC reserves the option to temporarily extend this Contract for an additional 90 calendar days from its expiration date for any reason.

SC.3 DELIVERY REQUIREMENTS

- a. NOTICE OF DELIVERY: RTC shall be given three working days' notice prior to delivery. Notify the contract technical representative, _____, telephone number (702) 676-_____.
- b. F.O.B. DESTINATION, FREIGHT PREPAID: All prices shall be F.O.B. the delivery point(s) as required. All prices shall include delivery as well as any necessary unloading.
- c. INSPECTION INSTRUCTIONS: The equipment will be inspected at time of completion by an authorized representative of the RTC, for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the equipment will be rejected to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until corrective action is made, the equipment is re-inspected and accepted.
- d. INSPECTION OF WORK: All work (which term in this Section includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the RTC, to the extent practicable at all times and places during the term of the Contract. All inspections by the RTC shall be made in such a manner as to not unduly delay the work. The RTC shall have the right to enter the premises used by the Supplier for the purpose of inspecting and auditing

all data and records which pertain to the Supplier's performance under the Contract. The RTC shall also have the right to enter the premises used by the Supplier for the purpose of inspecting vehicles that are used to provide services under the Contract.

If any work performed is not in conformity with the requirements of the Contract, the RTC shall have the right to require the Supplier to perform the work again in conformity with such requirements at no increase in the total Contract amount. When the work to be performed is of such a nature that the defect cannot be corrected by re-performing the work, the RTC shall have the right to (1) require the Supplier to immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, and (2) reduce the Contract price to reflect the reduced value of the work performed. In the event the Supplier fails promptly to perform the work again or take necessary steps to ensure future performance of the work in conformity with the requirements of the Contract, the RTC shall have the right, either by contract or otherwise, to have the work performed in conformity with the Contract requirements and charge to the Supplier any costs to the RTC that are directly related to the performance of such work, or terminate the Contract for default.

e. INSTALLATION: The Supplier will be responsible for all installation, including the removal of all residual packing or shipping materials. If requested, an authorized factory representative for the Supplier shall be present during installation, at no charge to the RTC.

f. LOCATION AND HOURS: Deliveries shall be made to the _____, Monday through Friday (excluding RTC's holidays), between the hours of _____ and _____.

g. MAXIMUM DELIVERY TIME: Maximum delivery time is _____ calendar day(s). Failure to offer a delivery time within the maximum number of days specified may be considered a substantial deviation and be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract.

h. PARTIAL SHIPMENTS: Partial shipments will be permitted.

i. FORCE MAJEURE: The Supplier shall not be liable for any failure to perform if acceptable evidence has been submitted to the RTC that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Supplier. Example of such causes include acts of God, civil disturbances, fire, war, or floods, but does not include labor related incidents, such as strikes or work stoppages.

j. ENGINEERING SERVICES: Should the product fail to operate properly upon start-up, the Supplier shall provide the services of a field engineer, as needed. This service shall be furnished at no additional cost to the RTC.

k. TRAINING: Training, in the form of orientation, shall be provided to RTC's personnel by a qualified factory representative or the Supplier's personnel, in the proper operation techniques, including care and maintenance of the product. This training shall take place at _____, at the Supplier's expense.

l. FAILURE TO DELIVER: In the event that the Supplier fails to deliver the product and/or service in accordance with the terms and conditions of the contract, the RTC shall have the option to either terminate the contract or temporarily procure the product and/or service from another supplier. If the product and/or service is procured from another supplier, the Supplier shall pay to the RTC any difference between the bid price and the price paid to the other supplier.

m. DAMAGED OR DEFECTIVE PRODUCTS: The Supplier shall replace, at no cost to the RTC, damaged or defective products within _____ calendar day after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, the Supplier shall pay the RTC any difference between the bid price and the price paid to the other supplier.

SC.4 OPEN-END CONTRACT

It is understood that the Supplier shall consider this bid as an open end contract for all items offered. In the event the RTC requires additional items or replacement items, it is understood that the Supplier agrees to furnish items as per the terms of this bid from the date of award through the availability of the current production model year.

SC.5 CONSUMPTION ESTIMATES

Any quantities appearing in the Bid Proposals are approximate only and are prepared for the solicitation of bids. Payment to the Supplier will be made only for the actual quantities of items ordered or received, whichever is less, in accordance with the bid; and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

SC.6 INSURANCE

The Supplier shall obtain and maintain the insurance coverages required in Exhibit C, incorporated herein by this reference. The Supplier shall comply with the terms and conditions set forth in attached exhibit.

TO ENSURE COMPLIANCE WITH THE BID, SUPPLIER SHOULD FORWARD THE INSURANCE CLAUSE AND SAMPLE INSURANCE FORM AS SPECIFIED IN THE ATTACHED INSURANCE EXHIBIT TO THEIR INSURANCE AGENT PRIOR TO SUBMITTAL OF ITS BID PROPOSAL. All Bidders shall include the cost of the insurance coverages in their bid price(s).

SC.7 PERFORMANCE BOND

Prior to execution of a contract, the Successful Bidder shall furnish a "Faithful Performance Bond" in the amount of \$ 250,000.00. The Successful Bidder shall pay all premiums and costs of bonds. The performance bond shall be written on the form provided by the RTC (Exhibit D). The Successful Bidder shall require the attorney-in fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of their power of attorney. The performance bond must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570, Current Revision) or companies holding certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies.

The performance bond shall be sent to the RTC Purchasing & Contracts, Attention: Lydia Bilynsky, Sr. Purchasing and Contracts Analyst no later than five (5) calendar days after receiving Notice of Intent to Award. See the "Submission of Bids" clause in the General Provisions for the appropriate mailing address.

SC.8 LIQUIDATED DAMAGES

a. **BOND/INSURANCE SUBMITTAL:** If the Successful Bidder does not provide the insurance and/or performance bond submittals on or before the fifth (5th) calendar day after the notice of intent to award, the Successful Bidder will pay over to the RTC the amount of \$ 100.00 per calendar day as liquidated damages. If the Supplier does not keep the insurance policy or performance bond in effect or allows them to lapse, the Supplier will pay over to the RTC the amount of \$100.00 per calendar day as liquidated damages.

b. **FAILURE TO PERFORM:** In case of failure on the part of the Supplier to perform or deliver the services within the time specified or as changed in writing by the RTC, or if the service performed does not meet the scope of work, performance standards, specifications and/or is unacceptable to the RTC, the Supplier shall pay to the RTC, as liquidated damages the following:

i. Failure to Perform Adequate Revenue Servicing: \$875.00 per incident.

2) Improper Service: \$875.00 per incident RTC will not pay for faulty revenue servicing. For example, if a bill stacker or coin hopper is replaced and the TVM goes out of service within the next 24 hours due to the bill stacker or coin hopper being inserted incorrectly, RTC will not be liable for the cost of that revenue service and the Supplier will be assessed the listed liquidated damage to cover maintenance and repair charges incurred by the RTC to correct the problem RTC shall make the final determination as to whether improper revenue servicing techniques were followed.

ii. Failure to Demonstrate Accuracy of Performance in:

1)Cash Depositing: \$100.00 per day for funds deposited more than 1 business day following the day the cash is collected from the TVM

2) Operating Procedures: \$250.00 per TVM per incident for missed TVM service on the daily TVM Service Schedule.

3) Maintenance of Records: \$150.00 per TVM per incident for missing TVM Reports, TVM Records and Auditor Reports (vault receipts).

This sum shall be considered as reimbursement, in part, to the RTC for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from the Supplier or billed to the Supplier directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

SC.9 OPERATIONAL SYSTEMS

The Supplier shall furnish a completely operational system whether or not all items necessary to make the system operational are specified.

SC.10 PRODUCTS-NEW

The Supplier shall guarantee that the product provided to RTC shall be new, and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units.

A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

SC.11 PRODUCTS-RECONDITIONED

Reconditioned products are acceptable for this bid. A reconditioned product is defined as a product that, although it may contain some used components, has been completely disassembled and reassembled including all cleaning, adjustment, and replacement of components necessary to make the product capable of having exactly the same guarantee as a new product. The reconditioned product must be certified by the Supplier's standard maintenance agreement at rates that are no higher than the rates for a new product.

SC.12 PATENT INDEMNITY

The Supplier should advise the RTC of any impending patent suit and provide all information available. The Supplier shall defend any suit or proceeding brought against the RTC based on a claim that any equipment, or any part thereof, furnished under a contract resulting from this Invitation to Bid, constitutes an infringement of any patent; and, the Supplier shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the RTC. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Supplier shall, at its own expense and at its option, either procure for the RTC the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

SC.13 TEST MODELS

The RTC may request, at no cost to the RTC, that the apparent low Bidder provide a test model of the product offered. The performance, characteristics and components of the model submitted for inspection and testing shall be considered a representative model of the product proposed and intended for delivery. Any product tested and found not meeting the minimum requirements of these specifications will not be considered for award of this bid.

SC.14 REPLACEMENT PARTS

All major component replacement parts shall be readily available from suppliers within _____ calendar days.

SC.15 NO SUBSTITUTE
"No Substitute" means there is only one brand name product that is acceptable to perform the function required by the using department.

SC.16 ENTITIES AUTHORIZED TO USE THE BID
It is hereby understood that the governmental entities listed below may utilize this bid at their option to obtain products at the bid price throughout the term as specified in this document.

Las Vegas Metropolitan Police Department
Las Vegas Valley Water District
Clark County Water Reclamation District
Clark County, Nevada
City of Las Vegas
City of Henderson

SC.17 OUT OF STATE SUPPLIERS
Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders or customer service.

SC.18 SUPPLIER'S STOCK
The Supplier shall agree to maintain access to sufficient stock of any item awarded in this bid. Lead time for such stock shall not exceed that specified in this bid.

In the event that the Supplier is out of stock on any item ordered by the RTC, the Supplier will be responsible for all freight and premium charges associated with special ordering the item(s) to meet the maximum delivery time specified. If delivery of the item(s) will exceed the maximum guaranteed delivery time specified, the RTC must be notified for approval at the time of order placement. If the RTC requests delivery of items in less than the maximum allowable time, the RTC will be responsible for all freight and premium charges associated with special ordering the items.

SC.19 ASSUMPTION OF RISK OF LOSS
The RTC shall assume risk of loss of the equipment upon acceptance. Prior to acceptance by the RTC, the Supplier shall have risk of loss, including any damages sustained during delivery.

SC.20 WARRANTY
The Supplier shall guarantee all workmanship, materials and equipment it has furnished for a period of one year after final acceptance of the equipment and/or materials; and, if during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by the RTC, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment and furnishings that may be damaged as a result of this defective equipment or workmanship.

All Bidders shall submit, with their bids, a copy of the manufacturer's standard warranty. The items furnished shall include warranty against manufacturer's defects, workmanship, and materials.

SC.21 WARRANTY ADMINISTRATION
In the event of any action by the RTC to recover damages for breach of all warranties, the Supplier agrees to pay the RTC for such damages and the costs associated with such action, including reasonable attorneys' fees.

In the event any materials or equipment supplied hereunder are covered by warranties of the manufacturer or supplier other than the Supplier, then copies of such warranties must be furnished to the RTC at the time of delivery and, if required by the RTC, Supplier will assign such warranties to the RTC. Delivery or assignment of such manufacturer's or suppliers' warranties shall in no event relieve Supplier of any of its obligations.

No disclaimer of liability, limitations on time of warranty, limitations on scope of warranty, or limitations on damages inconsistent with the warranties contained herein shall be effective for any purpose. No warranty contained herein nor otherwise given shall be construed to limit any other remedy available to the RTC by law

nor to limit the time in which such other remedy may be sought.

SC.22 SURVIVAL

The following sections will survive the termination of the Agreement for whatever reason:

SC.23 SUPPLIER/VENDOR BACKGROUND CHECKS

- a. The RTC will be conducting background investigations on the employees of any of its suppliers that will be conducting business or providing services on any RTC premises.
- b. The background investigation will consist of criminal history review, social security trace, and where applicable, a personal credit history review.
- c. All individuals, companies, their employees and/or volunteers shall prior to commencing services, submit to a background check at the Company's expense and payments remitted to the RTC. All results must be received and reviewed prior to the start of the work.
- d. The actual cost of each background check varies based on the number of jurisdictions (ie. state, county, federal etc...) in which a person lived that must be surveyed and the cost charged by each. Past costs have ranged from \$60 to \$175 with the average cost being approximately \$100.00.
- e. Company must provide RTC's Contract Technical Representative, _____, telephone number _____, within five calendar days from written notification of award and at least two weeks prior to the start date of service with the following:
 - 1) A list of all personnel who will be working at the RTC's building(s), this list shall also include Company and any officers of the Company, a telephone number for the Company or a designated representative, and if available, an e-mail address.
 - 2) A complete RTC Vendor Background Information and Sterling Background Authorization Form for each staff personnel who will be working at the RTC's building. Copies of these forms are available on the RTC Purchasing and Contracts webpage at <http://rtcsnv.com/about/business.cfm>
- f. Once the background check is complete, the RTC will contact the Company via e-mail, notifying them of the results of the background check. At that time, the RTC will also submit an invoice to the Company for the exact cost of the background check. This invoice must be paid prior to the Company beginning work on RTC premises.
- g. In the event that the Company's personnel do not pass the background check process, Company will still be required to pay the invoice for the background check within 30 calendar days.
- h. Failure for the successful bidder to pay the RTC within 30 calendar days will result in termination of the agreement.
- i. The Company will not place any individual, employee or volunteer at a RTC location that has not successfully completed the background check process.
- j. Failure to submit to a subsequent background check, at the RTC's discretion, will be grounds to terminate this contract.
- k. Failure to pass a subsequent background check will be grounds to terminate this contract.
- l. The RTC will maintain all records related to the background checks conducted on the Company's personnel.

SC.24 SUPPLIER/VENDOR IDENTIFICATION BADGES

- a. The RTC will issue vendor/supplier badges to employees of any of its vendors/contractors that will be conducting business or providing services on any RTC premises.
- b. A “Vendor” badge will be issued to long term or short term vendor/contractors at the RTC’s discretion, who are unaccompanied and require access to various RTC facilities/property.
- c. All individuals, companies, their employees and/or volunteers must successfully complete a background check at the Company’s expense prior to being issued a “Vendor” badge. All results must be received and reviewed prior to a badge being issued and the start of the work.
- d. The Company must provide the RTC Technical Contract Representative, _____, telephone number _____ within five calendar days from written notification of award and at least two weeks prior to the start date of service with the following:
 - 1) A list of all personnel who will be working at the RTC’s building(s); this list shall also include vendor/contractor/supplier and any associated officers, a telephone number for the vendor/contractor/supplier or a designated representative, and if available an e-mail address.
 - 2) A letter from the company requesting a badge stating that the person(s) is an employee.
 - 3) A signed acknowledgement of Security Access Individual Responsibilities form, and a completed RTC Badge Application form (for appropriate RTC facility) for each individual requiring a badge. Copies of these forms are available on the RTC Purchasing and Contracts webpage at <http://rtcshv.com/about/business.cfm>.
- e. The RTC Technical Contract Representative, _____ will schedule an appointment for the vendor/contractor badge photo(s) (if needed). The vendor/contractor employee must present appropriate identification at that time before photo and issuance of a badge.
- f. When the “Vendor” badge is issued it must be worn visibly at all times when on RTC property.
- g. All “Vendor” badges are the property of the RTC and must be returned when the vendor contract services expire/terminate or upon request by the RTC.
- h. Failure of the vendor/contractor to return RTC badges within 24-hours from the contract expiration, termination or upon request by the RTC will result in a fee of \$38 for each badge that is not returned.
- i. A vendor/contractor who loses a badge is required to inform the RTC Technical Contract Representative, _____, telephone no. _____ and RTC Safety and Security at 702-676-1517 immediately so access can be disabled.
- j. The RTC Technical Contract Representative will schedule an appointment for the replacement “Vendor” badge photo(s) (if needed). The vendor/contractor employee must present appropriate identification at that time before photo and replacement badge is issued.
- k. The vendor/contractor is responsible for a replacement fee for all lost badges. The vendor/contractor will be required to complete a new Badge Application form, Replacement Badge Fee Form, and provide to the Technical Contract Representative with a lost badge replacement fee of \$38.
- l. If the lost badge is found after receiving a replacement, it must be returned to RTC Safety & Security immediately at 600 S. Grand Central Parkway. Lost badge replacement fees are non-refundable.
- m. The first damaged badge will be replaced at no charge to the vendor. Any subsequent damaged replacement badges will incur a replacement cost of \$38 per badge.
- n. The damaged badge must be presented to RTC Safety and Security along with appropriate

identification and Replacement Badge Fee Form to receive a replacement badge. The damaged badge will be destroyed after the replacement badge is issued. The card holder record in the security system will be changed to show access to the damaged badge was disabled. Vendors/contractors will be required to provide appropriate replacement fees to the RTC designated/sponsoring department prior to a new badge being issued.

SC.25 PRICE ADJUSTMENT REQUESTS

Commencing on 02/22/2009, prices (bid price or base price) shall not be subject to change during the initial contract term. The price may be adjusted on the first date of each subsequent contract year (Price Adjustment period or PAP), based upon the percent changes (whether up or down) in the price index specified below. Only one written price adjustment request will be accepted from the Supplier for each PAP. All price adjustment requests, including suitable proof, shall be submitted at least 30 calendar days in advance of the new PAP, to the Regional Transportation Commission, Purchasing & Contracts, Attn: Lydia Bilynsky, Sr. Purchasing & Contracts Analyst, 600 South Grand Central Parkway, Las Vegas, Nevada 89106-4512. Price increases shall not be retroactive. A price adjustment can only occur if the Supplier has been notified in writing of RTC's approval of the new Price(s). The time period used to determine price adjustments will be from 15 months prior to 3 months prior to the commencement of the new PAP. For example, if the new PAP starts July 1, 2009, then the time period used to determine the price adjustment is April 2008 to April 2009.

- Suitable Proof: Print-out of _____ index and calculated increase, and/or _____.
- Fixed Price: Increases will apply only to products and/or services affected by an increase in a raw material, labor, or another like cost factor and will be verified against the _____ index.
- Percentage Discount: The pricing on this contract is based on a percentage discount from the Manufacturer's Published Price List(s). The percentage discount is to remain firm for the term of the contract, but said Price List(s) may be updated in accordance with the PAP. The Price List(s) which is submitted with the bid must be current and in effect at the time of bid opening.
- Percentage Mark Up: The pricing on this bid is based on a percentage mark-up to the Manufacturer's Published Price List(s). The percentage mark-up is to remain firm for the term of the contract, but said Price List(s) may be updated in accordance with the PAP. The Price List(s) which is submitted with the bid must be current and in effect at the time of bid opening.
- Consumer Price Index: The following Consumer Price Index (CPI) will be used as the index for price adjustments:
- Producer Price Index: The following Producer Price Index (PPI) will be used as the index for calculating price adjustments: WPU313- Not Seasonally Adjusted- Services related to transportation activities.
- Employment Cost Index: The pricing for this contract is based on an hourly labor rate, which will remain in effect for the length of the PAP, which is (monthly-quarterly-semi-annual, etc.) and begins at date of award. Any request for changes in rates will be determined by and not to exceed the following index:
- Drastic Market Conditions: Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of the contract, the RTC may consider these increases in addition to the allowed PAP increase, providing the Successful Bidder submits written documentation and suitable proof by line item to RTC requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the commencement of the contract, to the date of performance by an amount exceeding _____ percent. General industry correspondence in regards to market conditions are not suitable proof.

- Price Decrease: RTC shall receive the benefit of a price decrease to any line item at any time during the PAP if the decrease exceeds _____ % of the contract price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that the Supplier has not passed the decrease on to the RTC, the RTC reserves the right to place the Supplier in default, terminate the contract, and such actions will reflect adversely against the Supplier in determining the responsibility and non-responsibility of the Successful Bidder in future opportunities.

- Distribution of Line Items (Attachment _____): If the price of an individual line item contains more than one element (i.e. labor, product or transportation), the Distribution of Line Item Price form shall be completed for that line.

- Multiple Line Items: When multiple line items exist, the price adjustment must be justified on a line-by-line basis, not on the grand total.

- Raw Material Price Adjustment: Items made of MATERIAL (material) or fabricated with material shall be eligible for a raw materials price adjustment. The base cost of material shall be set by the Material Cost Index in the DATE issue of the Engineering News-Record (ENR). The price of material in the above-referenced issue of the ENR is \$ _____ per unit of measure (see page _____) or at the ENR website at <http://enr.construction.com/features/coneco/subs/mostRecentIndexes.asp>. Based on the Material Cost Index in the ENR at the time of material delivery, the Supplier will be compensated for the increase cost of material in excess of that issue's price of \$ _____ per U/M. The Supplier shall provide the weight in unit of measure of the material contained in the material delivered and shall provide a copy of the delivery ticket. The adjustment for the compensation for the Supplier shall not exceed the difference between the cost of material per unit of measure at time of delivery, as determined by the delivery ticket, and the base cost referenced in the above referenced issue of material per unit of measure. Failure to provide weight in unit of measure of the material contained in the product delivered and a copy of the delivery ticket shall result in no price adjustment for the delivery.



**REGIONAL TRANSPORTATION COMMISSION
 BID PROPOSAL
 BID NO. 10-073**

TICKET VENDING MACHINE (TVM) REVENUE SERVICES

The Bidder, in compliance with the Invitation To Bid for furnishing: Bid Name/Description, having examined the Invitation To Bid, and being familiar with all of the terms, conditions, and specifications, hereby offers to perform in accordance with the Invitation To Bid and this Bid Proposal Form.

BASE CONTRACT-TRAINING

Item No.	TRAINING: 02/22/2010-02/28/2010	LUMP SUM PRICE
1.	INITIAL TRAINING SESSION: 2 days/ up to 16 employees FIELD TRAINING: 2 days, up to 16 employees	

Cost for Scheduled TVM Service: The cost proposal for Scheduled TVM Service is to be itemized as a tiered pricing structure. Bidder should include a tiered pricing structure based on the volume of TVMs serviced for scheduled services.

BASE CONTRACT-SCHEDULED TVM SERVICE

Item No.	NUMBER OF TVM SERVICE CALLS PER MONTH	FIXED SERVICE RATE PER TVM CONTRACT YEAR 1 03/01/2010-02/28/2011	FIXED SERVICE RATE PER TVM CONTRACT YEAR 2 03/01/2011-02/28/2012
1.	500-750	\$	\$
2.	751-1000	\$	\$
3.	1.000+	\$	\$

BID PROPOSAL FORM- CONT. (2)

Cost for Cash Counting: Cash counting (as part of the scheduled service) shall be based on a fixed rate for every \$1,000.00 processed.

BASE CONTRACT-CASH COUNTING

Item No.	CASH COUNTING: Count coins and currency Counterfeit & mutilated cash Balancing & reconciliation Shortages Bank Deposit Reporting	FIXED RATE CHARGED FOR EVERY \$1,000.00 PROCESSED CONTRACT YEAR 1 03/01/2010-02/28/2011	FIXED RATE CHARGED FOR EVERY \$1,000.00 PROCESSED CONTRACT YEAR 2 03/01/2011-02/28/2012
1.		\$	\$

BASE CONTRACT-UNSCHEDULED SERVICE

Item No.	UNSCHEDULED SERVICE	FIXED SERVICE RATE PER TVM CONTRACT YEAR 1 03/01/2010-02/28/2011	FIXED SERVICE RATE PER TVM CONTRACT YEAR 2 03/01/2011-02/28/2012
1.	Emergency Service & Services to correct revenue error conditions/ 3 hour response time	\$	\$

BASE CONTRACT-SPECIAL SERVICES

Item No.	SPECIAL SERVICES	HOURLY RATE CONTRACT YEAR 1 03/01/2010-02/28/2011	HOURLY RATE CONTRACT YEAR 2 03/01/2011-02/28/2012
1.	Services which may be related to new TVM installation, relocation, upgrade, etc.	\$	\$

ADDITIVE ALTERNATE BID

Item No.	INTERNAL CONTROL REPORT	CONTRACT YEAR 1 03/01/2010-02/28/2011	CONTRACT YEAR 2 03/01/2011-02/28/2012
1.	Annual Report on Internal Controls as outlined by Statement on Auditing Standards (SAS) No. 70	\$	\$

TERMS OF PAYMENT:

_____% , ____ , net ____ calendar days (minimum net 30 calendar days)

(Example: 2%, 10, net 30 calendar days - If offering a 2% discount if paid in 10 days, or else all in 30 days. If Terms of Payment are not confirmed above, it means that Bidder is offering net 30 calendar days)

DELIVERY: _____ calendar days (Maximum _____ calendar days)

(If Terms of Payment are not confirmed above, it means that Bidder is offering the maximum calendar days specified.)

RECYCLED PRODUCTS: The product that I am offering is considered a recycled product. Yes No

If out of state, list the toll free number or the collect calling number for order placement (_____) _____

Indicate current technology capabilities:

Catalog hosting services website (CXML) Yes No

Can accept XML Protocols Yes No

ATTACHMENTS TO BID:

The following attachments marked with an “” are requested to be provided with all bids to determine responsibility of the Bidder. Failure to provide the requested information may be considered material and be cause for rejection of the Bid.

Attachment 1- Exceptions to Bid Conditions(Reference IB.15): This is an Invitation to Bid and negotiation of specifications or other terms and conditions typically is not permitted at, or after, bid opening. The Bidder must list exceptions (other than the Scope of Work to this Invitation To Bid. That sheet must be labeled, Attachment 4 “Exceptions to Bid Terms and Conditions”, and must be submitted with the Bid. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. **Any exceptions may be considered material and be cause for rejection.**

Attachment 2- Social Responsibility and Sustainability (Reference IB.37): (For informational purposes only)

Attachment 3- Exceptions to Scope or Work (Reference IB.33): Include a statement by the Bidder that it can perform according to the attached Scope of Work.

Attachment 4- Experience: Submit the following information-

1. Bidders Experience- List and describe the Bidder’s Experience in providing similar services for Ticket Vending Machine (TVM) Revenue Service or revenue service for other electromechanical equipment (e.g. Automated Teller Machines [ATMs], vending machines, gaming machines), including information and examples which substantiate successful and reliable past performance, and a history of adherence to budget and schedule constraints. Include a brief description of the Bidder’s business history and number of years in operation. If the Scope of Work is to be accomplished through an affiliation or joint venture of several firms or subcontractors, the names and addresses of those firms must be furnished, including the roles and responsibilities for each.
2. Past Performance- A list of 3 current or previous customers (within the past 3 years) receiving similar services, with contract start and end dates, brief scope of services, (location, type of equipment serviced, annual cash counting volume), with primary contact name(s), telephone numbers, e- mail addresses, and explanation of why contract ended (if applicable),

Attachment 5- Facility Minimum Standards: Reference Scope of Work A.5) Submit the location (postal address) of the cash counting facility. Describe in detail how your cash counting facility meets the minimum industry standards.

Attachment 6-Staffing Plan-

1. **Supervisor:** Identify the individual (s) that will be assigned as the Contractor’s designated Supervisor. Include a current resume and indentify particular experience and/or skills that are applicable to the services required. Indicate the present workload of the Supervisor and identify the percentage and kinds of work to be performed by the Supervisor with relation to this, and or any other contracts.
2. **Personnel:** Bidder’s staffing approach, for both Cash Counting and the TVM Service Crew(s) including estimated number of staff for each function, and or crew/team, titles, duties and responsibilities of staff, work/shift schedules and the process and procedures for tracking and documenting manpower activities. Bidder shall include a description on how Unscheduled (emergency) and Special Services will be staffed.

Attachment 7- Sample Reports: (reference Exhibit B –Scope of Work- section 8-Submit sample report formats for Reporting

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following addenda:

Addendum No. _____	Initial _____	Addendum No. _____	Initial _____
Addendum No. _____	Initial _____	Addendum No. _____	Initial _____
Addendum No. _____	Initial _____	Addendum No. _____	Initial _____

The undersigned hereby designates the following address as the office to which notice should be delivered or mailed.

Name of Bidder: _____

Incorporated in the State of _____ **Tax ID Number** _____

Address: _____

Signature: _____ **Date:** _____

Name Typed or Printed: _____

Telephone: _____ **Fax No.:** _____

E-mail _____ **Address:** _____

Business License No.: _____ **Issued by:** _____

FOR INFORMATIONAL PURPOSES ONLY:

Is this firm a minority, women or disadvantaged business enterprise? Yes No

If yes, specify MBE WBE DBE.


Has this firm been certified as a minority, women or disadvantaged business enterprise by any governmental agency? Yes No


If yes, specify

Government agency: _____ Date of certification: _____

**EXHIBIT A
 BID LABELING INSTRUCTIONS**

Photocopy this page and cut along the dotted line of the label shown below and affix to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to fill in the company name, and the bid opening date (due date).

REGIONAL TRANSPORTATION COMMISSION			
SEALED BID • DO NOT OPEN			
BID NO:	10-073		
BID TITLE:	TICKET VENDING MACHINE (TVM) REVENUE SERVICES		
DUE DATE:	01/12/2010	TIME: 3:00 PM	
COMPANY:			
RTC CONTACT	LYDIA BILYNSKY	(702) 676-1528	
PURCHASING & CONTRACTS • 600 GRAND CENTRAL PARKWAY – LAS VEGAS, NEVADA 89106			



The label shall appear in the upper left hand corner.

DELIVERY ADDRESS:

REGIONAL TRANSPORTATION COMMISSION ATTN: PURCHASING & CONTRACTS, 600 SOUTH GRANDCENTRAL PARKWAY, STE 350 LAS VEGAS, NV 89106

IMPORTANT:

Overnight delivery must be sent guaranteed morning delivery, before the bid opening date. **Bidder must ensure that the sealed bid label shown above is affixed to outside of the overnight mail envelope.**

EXHIBIT B
SCOPE OF WORK
BID NO. 10-073
TICKET VENDING MACHINE (TVM) REVENUE SERVICES

EXHIBIT C

INSURANCE REQUIREMENTS

1. **Format/Time:** The Supplier shall provide RTC with Certificates of Insurance, per the attached sample format, for coverages as listed below, and endorsements affecting coverage required by this Contract within seven calendar days after the award by the RTC. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. **Best Key Rating:** The RTC requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. **RTC Coverage:** The RTC, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The Suppliers' insurance shall be primary as respects the RTC, its officers and employees.
4. **Endorsement/Cancellation:** The Suppliers' general liability insurance policy shall be endorsed to recognize specifically the Suppliers' contractual obligation of additional insured to RTC and must note that the RTC will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
6. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
7. **Commercial General Liability:** Subject to Paragraph 6 of this exhibit, the Supplier shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.
8. **Automobile Liability:** Subject to Paragraph 6 of this exhibit, the Supplier shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Supplier and any auto used for the performance of services under this Contract. Insurance must include an endorsement. As an alternative to the specified any auto coverage, the RTC will accept all owned, non-owned and hired or symbols 2, 8 and 9.
9. **Workers' Compensation:** The Supplier shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Supplier that is a sole proprietor shall be required to submit an affidavit (sample attached) indicating that the Supplier has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. If any of the work to be provided will be performed out of the state of Nevada, then any Workers Compensation policy must include an "all states endorsement" that provides for coverage in any state. The endorsement must include the broadening of coverage to meet the applicable laws in that state.
10. **Failure To Maintain Coverage:** If the Supplier fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Supplier to stop the work, declare the Supplier in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. RTC may collect any replacement insurance costs or premium payments made from the Supplier or deduct the amount paid from any sums due the Supplier under this Contract.
11. **Employee Dishonesty, Third Party Fidelity Bond, and (when applicable) Money and Securities:** Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Employee Dishonesty, Third Party Fidelity Bond, and

(when applicable) Inside/Outside Money and Securities coverages for state-owned property in the care, custody, or control of the Contractor. Coverage limits shall not be less than \$ 1,000,000.00.

12. Additional Insurance: The Supplier is encouraged to purchase any such additional insurance as it deems necessary.

13. Damages: The Supplier is required to remedy all injuries to persons and damage or loss to any property of RTC, caused in whole or in part by the Supplier its subcontractors or anyone employed, directed or supervised by Supplier.

14. Cost: The Supplier shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Regional Transportation Commission, Purchasing & Contracts, Attention: Purchasing Department 600 Grand Central Parkway, Las Vegas, Nevada, 89106-4512.

16. Insurance Form Instructions: The following information must be filled in by the Supplier s' Insurance Company representative:

Insurance Broker's name, complete address, telephone and fax numbers.

Supplier's name, complete address, telephone and fax numbers.

Insurance Company's Best Key Rating

Commercial General Liability (Per Occurrence)

- (A) Policy Number
- (B) Policy Effective Date
- (C) Policy Expiration Date
- (D) General Aggregate (\$2,000,000)
- (E) Products-Completed Operations Aggregate (\$2,000,000)
- (F) Personal & Advertising Injury (\$1,000,000)
- (G) Each Occurrence (\$1,000,000)
- (H) Fire Damage (\$50,000)
- (I) Medical Expenses (\$5,000)

Automobile Liability (Any Auto)

- (J) Policy Number
- (K) Policy Effective Date
- (L) Policy Expiration Date
- (M) Combined Single Limit (\$1,000,000)

Worker's Compensation

Description: Bid No. 10-073 ; Project Title: TICKET VENDING MACHINE REVENUE SERVICES (must be identified on the initial insurance form and each renewal form).

Certificate Holder:

Regional Transportation Commission-Southern Nevada
600 South Grand Central Parkway, 2nd floor
Las Vegas, Nevada 89106

The Certificate Holder, REGIONAL TRANSPORTATION COMMISSION-SOUTHERN NEVADA, must be named as an additional insured.

PRODUCER INSURANCE BROKER'S NAME ADDRESS PHONE & FAX NUMBERS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">COMPANIES AFFORDING COVERAGE</td> <td style="width:30%; text-align: right;">3. BEST'S RATING</td> </tr> <tr> <td>COMPANY LETTER A</td> <td></td> </tr> </table>	COMPANIES AFFORDING COVERAGE	3. BEST'S RATING	COMPANY LETTER A	
COMPANIES AFFORDING COVERAGE	3. BEST'S RATING				
COMPANY LETTER A					

INSURED INSURED'S NAME ADDRESS PHONE & FAX NUMBERS	<table style="width:100%; border-collapse: collapse;"> <tr> <td>COMPANY LETTER B</td> <td></td> </tr> <tr> <td>COMPANY LETTER C</td> <td></td> </tr> <tr> <td>COMPANY LETTER D</td> <td></td> </tr> <tr> <td>COMPANY LETTER E</td> <td></td> </tr> </table>	COMPANY LETTER B		COMPANY LETTER C		COMPANY LETTER D		COMPANY LETTER E	
COMPANY LETTER B									
COMPANY LETTER C									
COMPANY LETTER D									
COMPANY LETTER E									

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> RTC'S & SUPPLIER'S PROT. <input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE <input type="checkbox"/> INDEPENDENT CONTRACTOR	(A)	(B)	(C)	GENERAL AGGREGATE \$ (D) 2,000,000
					PRODUCTS-COMP/OP AGG. \$ (E) 2,000,000
					PERSONAL & ADV. INJURY \$ (F) 1,000,000
					EACH OCCURRENCE \$ (G) 1,000,000
					FIRE DAMAGE (Any one fire) \$ (H) 50,000
					MED. EXPENSE (Any one person) \$ (I) 5,000
5.	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT \$ (M) 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					EACH OCCURRENCE \$
					AGGREGATE \$
6.	(i) WORKER'S COMPENSATION				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASECPOLICY LIMIT \$
					DISEASECEACH EMPLOYEE \$
	<i>PROFESSIONAL LIABILITY/Other</i>				AGGREGATE \$

7. DESCRIPTION OF CONTRACT: BID NUMBER 10-073; TICKET VENDING MACHINE REVENUE SERVICES

8. CERTIFICATE HOLDER REGIONAL TRANSPORTATION COMMISSION-SOUTHERN NEVADA C/O PURCHASING AND CONTRACTS DIVISION-2ND FLOOR 600 S. GRAND CENTRAL PARKWAY LAS VEGAS, NV 89106-4512 The Certificate Holder is named as an additional insured.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
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EXHIBIT D
PERFORMANCE BOND
BID NO. 10-073
TICKET VENDING MACHINE (TVM) REVENUE SERVICES

BOND NUMBER _____

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY LICENSED BY THE STATE OF NEVADA PURSUANT TO NRS 683A.010. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS the Contractor has entered into a certain contract with the Regional Transportation Commission of Southern Nevada (herein the "Owner") to perform all work required under the Bid Documents issued in connection with Bid No. _____, for the project commonly known and entitled, to wit: (herein the "Contract").

WHEREAS the Contractor is required by NRS 339.025 to furnish a bond securing the faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS, that we, the Contractor and Surety named below, are held and firmly bound unto the Owner, in the penal sum _____ (\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Contractor shall well and truly save harmless and indemnify the Owner from and against any and all claims and demands or liens and shall also complete all of the work described in the Contract within the time and in the manner therein specified and shall, for a period of one (1) year from the date the work contracted to be performed is completed and accepted by the Owner, replace and repair any and all defects arising in the work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in the Contract on the part of the Contractor to be kept, performed and complied with within the time and in the manner therein specified and shall truly and fully comply with all guarantees required in the Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to perform and fully complete the work mentioned and described in the Contract pursuant to the terms, conditions and covenants thereof, if for any cause the Contractor fails or neglects to so perform and fully complete the work. The Surety further agrees to commence completion of the work within twenty (20) days after notice thereof from the Owner, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

No change or alteration of the work, extensions of time or other modifications of the Contract shall release or exonerate any Surety upon this bond. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the Owner, and that the due execution and delivery hereof is a condition precedent to any liability on the part of the Owner on the Contract.

IN WITNESS WHEREOF this instrument has been executed this _____ day of _____, 20____. CONTRACTOR:

(Authorized Representative and Title)

By: _____
(Signature to be notarized)

Surety: _____

(State of Nevada, License Number)

(Appointed Agent Name)

By: _____
(Signature to be notarized)

Address: _____

Telephone: _____

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

EXHIBIT E SYSTEM MAP
BID NO. 10-073
TICKET VENDING MACHINE (TVM) REVENUE SERVICES

EXHIBIT F
BID NO. 10-073
TICKET VENDING MACHINE (TVM) REVENUE SERVICES

ITEM	CONTRACT YEAR 1	CONTRACT YEAR 2
1. Scheduled Service: Number of TVM's serviced per month (based on 12 month average) / Annualized	Month: 500 Annual:6,000	Month: 590 Annual: 7,080
2. Cash Counting: Anticipated Annual cash volume (coin and currency)	\$14,000,000.00	\$17,000,000.00
3. Unscheduled Service: Estimated number of TVM's per month -Unscheduled Service (based on 12 month average) /Annualized	Month: 125 Annual:1,500	Month: 148 Annual:1,776
4. Special Service: Estimated number of annual hours	250	250

The figures in this Exhibit will be used as the basis for the Bid Price Proposal Evaluation to determine the lowest Bidder, once the Bidder has been evaluated in the non-price criteria to determine responsiveness and responsibility.

The successful Bidder will invoice and be paid per the Pay Schedule submitted in the Bid Proposal based on **actual work and cash volumes** during each month of the term of the contract. , and not the figures represented in this Exhibit.