



REGIONAL TRANSPORTATION COMMISSION

Public Transportation • Streets and Highways • Planning

REQUEST FOR QUALIFICATIONS #RTC9-02M

ADVERTISING AND MARKETING SERVICES

Date Issued: May 18, 2009

Date Due: June 19, 2009

Regional Transportation Commission

1105 Terminal Way, Suite 300

Reno, NV 89502

Tel: 775-332-9511

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PUBLIC NOTICE

REGIONAL TRANSPORTATION COMMISSION REQUEST FOR QUALIFICATIONS RFQ #RTC9-02M

Advertising and Marketing Services.

The Regional Transportation Commission (RTC) provides public mass transportation in Washoe County, Nevada. RTC has authority over RTC RIDE fixed-route transit and Access American with Disabilities Act (ADA) paratransit systems.

RTC is issuing a Request for Qualification (RFQ) for advertising and marketing firms and individuals to conduct a variety of activities. It is intended that the agency will contract with consultants, either on a long-term or project basis, to develop creative concept, produce electronic and print advertising, media planning and buying in appropriate, cost-effective outlets, graphic design, photography, video productions, writing, public relations and/or public affairs, marketing research and event planning, as staff identifies appropriate projects.

Solicitation documents may be obtained at no charge from RTC, 1105 Terminal Way, Suite 300 Reno NV, 89502. For further information, contact Karen Heddy at (775) 332-9511, email – kheddy@rtcwashoe.com.

A non-mandatory pre-proposal conference will be held at RTC 1105 Terminal Way, 3rd Floor Conference Room, Reno, NV 89502 on June 1, 2009 at 10:00 am. (PDT)

All proposals must be received by RTC no later than June 19, 2009 at 2:00 pm (PDT), and should be addressed to: RTC, Karen Heddy at 1105 Terminal Way, Suite 300 Reno, NV, 89502. **LATE PROPOSALS WILL NOT BE CONSIDERED.**

Oral, electronic, faxed or telephone submittal of proposals, or modification thereof, will not be accepted. Technical requirements, capacity, and delivery requirements, as well as other necessary information, shall be per RTC specifications provided.

RTC reserves the right to reject any or all proposals, alternates or options, or any combination thereof, or accept the proposal that is deemed by the RTC to be in the best interest of the RTC. The RTC also reserves the right to waive any irregularities and/or informalities with the proposal submittals.

The RTC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation Issued Pursuant to Such Act, hereby notifies all proposers that it will affirmatively ensure that in regard to any contact or procurement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, religion, color, sex, age, disability, or national origin in consideration for an award.

1. SOLICITATION DESCRIPTION - GENERAL SCOPE OF WORK

1.1 GENERAL INFORMATION

INTRODUCTION

The Regional Transportation Commission (RTC) of Washoe County, Nevada serves the citizens of Reno and Sparks along with unincorporated areas of Washoe County.

The RTC was formed in July 1979 as a result of legislation approved by the Nevada Legislature, which consolidated the Regional Street and Highway Commission, the Regional Transit Commission and the Washoe County Area Transportation Study Policy Committee. This consolidation has increased the effectiveness and efficiency in planning and implementation of surface transportation in Washoe County. The RTC is the community-driven regional organization that plans for, provides for, and cares about current and future transportation and mobility needs.

Public Transportation

The RTC is responsible for public transit and paratransit services in Washoe County including route planning and scheduling, bus stops and passenger amenities.

Street & Highway

The RTC's Street & Highway program provides pavement preservation and new roadway construction projects for regional roads under the jurisdiction of Reno, Sparks, and Washoe County.

Planning

The RTC has been designative by the state legislature and the Metropolitan Planning Organization (MPO) as required by federal law for transportation in Washoe County. RTC works with local cities and regional government planning agencies to anticipate and plan for the future.

HISTORY

In the past, the RTC engaged the services of full-service advertising/public relations agencies to assist in the development and implementation of creative approach, market research assistance, design and production of materials, and planning and execution of special events and promotions. In 1998 the decision was made to avail ourselves of the great pool of creative resources in the community. Thus, the first Request for Qualifications was issued to invite marketing consultants to be prequalified and retained on an 'as-needed' basis. The results have been outstanding. We have distributed work to more than a dozen firms; ridership has reached new levels; we have had the pleasure of working with top marketing professionals.

PURPOSE

At this time the RTC is issuing a Request for Qualifications (RFQ) for advertising and marketing firms and individuals to conduct a variety of activities. It is intended that the agency will contract with consultants, either on a long-term or project basis, to develop creative concept, produce electronic and print advertising, media planning and buying in appropriate, cost-effective outlets, graphic design, photography, video production, writing, public relations and/or public affairs, market research and event planning, as staff identifies appropriate projects.

The purpose is to maximize positive exposure through advertising, community/business outreach and editorial coverage. RTC staff will handle most activities in-house and retain consultants as needed. The intention is to use consultants most qualified in their specific areas of expertise to support the efforts of the RTC.

The RTC is asking for proposals from both primary and sub-Consultants (i.e., production facilities). It is understood that primaries (advertising agencies, designers, etc.) may prefer to use their own vendors for production. This is acceptable, however in the best interest of public funds, three cost estimates will be required of vendors who have not been prequalified. In consideration of taxpayer dollars being used and accountability to the public, the RTC will not pay mark-ups. Consultants may pay for vendor charges or bill RTC directly, but no mark-ups may be included.

1.2 GENERAL SCOPE OF ANTICIPATED SERVICES

In the past three years, the RTC has contracted with marketing professionals to provide a variety of services including: rebranding, public transportation advertising campaigns, media buying, launching new services, marketing research and public surveys, graphic design, animation, videography, photography, public education and outreach, and web development and programming.

The anticipated services include, but are not limited to, the following:

Advertising—The ability to create and/or place advertising in print and electronic media that reflects an appropriate image of RTC and/or its services; conveys a compelling message and elicits a response from the target audience that results in the desired response.

The advertising consultant will be responsible for seeing commercial product through to completion (conceptualization, production and delivery to selected media outlets) whether that capability is proposed as an in-house arrangement, as a sub-Consultant arrangement, or separately, through the RTC's prequalification process. Consultants will provide a full range of creative and account management skills and activities and must be familiar with many applications of advertising and design (i.e., commercial production, media buying/placement, direct mail, point of purchase, signage, displays, etc.).

Media buying, with the ability to develop partnerships and promotions with other clients and/or media outlets for the purpose of maximizing the exposure and minimizing the

cost to taxpayer-supported RTC, may be proposed with or separate from the advertising component. However, if separate, the media buyer must be able to work with the advertising consultant compatibly and in the best interests of the RTC.

Electronic Production—The ability to produce and reproduce high quality broadcast and/or cable television and radio commercials/public service announcements. This function may be proposed with or separate from the advertising component. However, if separate, they must be able to work together with the advertising consultant compatibly and in the best interests of the RTC.

Print Production—The ability to produce and reproduce high quality print advertising for newspapers and magazines with a one-to multi-color press capability. This may include digital output, web and offset production. This function may be proposed with or separate from the advertising component. However, if separate, they must be able to work together with other consultants compatibly and in the best interests of the RTC.

Graphic/Website Design—The ability to design and produce brochures, reports, advertising materials, website development, posters, direct mail materials, fare media concepts and miscellaneous promotional materials. These designs will be required to maintain graphic integrity and continuity with the overall image and brand of the RTC and may require interaction with other consultants.

Public Relations/Public Affairs—Experience in, knowledge of and talent in writing for brochures, the media, editorial and/or promotional purposes; ability to write and disseminate news releases, place media stories and produce editorial feature stories, biographies, press kits, etc. Also may include experience in special events, public outreach, public speaking, arranging speeches and the like and may require interaction with other consultants. Knowledge of and experience in working with public agencies and service-oriented clients is desirable.

Market Research—Demonstrated experience in telephone, intercept and other forms of quantitative and qualitative statistically reliable market research, writing and presenting final reports. Experience in working with public agencies, ascertaining attitude and awareness of services is desirable.

Special Events—Experience in developing and implementing special events ranging from small targeted events to large community activities; involvement in all elements and phases of projects including ascertaining and achieving desired results, logistics, invitations, mailing lists, RSVP's, catering, entertainment, creation of program of speakers, and other numerous details.

1.3 SOLICITATION SCHEDULE

RFQ Released	May 18 ,2009
Advertise Date	May 18, 2009
Non-Mandatory Pre-Proposal Conference	June 1, 2009
Deadline for Submission of Requests for Clarification and Changes	June 5, 2009
Deadline for Response to Requests for Clarification and Changes	June 9, 2009
RFQ Due	June 19, 2009
List of Prequalified Consultants	June 29, 2009
Begin work with prequalified consultants	July 1, 2009

2. INSTRUCTIONS FOR PREPARING PROPOSAL

2.1. PROPOSAL FORMAT

Proposals shall be prepared, submitted and considered by the following instructions. Proposals shall be typed and submitted on 8½" x 11" standard size paper. Proposers should use the following checklist in preparing their response to this RFQ. **THE FOLLOWING ITEMS AND FORMS MUST BE SUBMITTED WITH EACH PROPOSAL. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.**

- Proposal Work Sheet
- Affidavit of Non-Collusion
- Certification Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion
- Addenda Acknowledgment (if any)
- Proposal Item Clarification (if applicable)
- List of SubConsultants (if applicable)
- Client List/References
- Financial Statement (include balance sheet and profit/loss statement)
- Required License (Business License)
- Work Samples

2.2 INSTRUCTIONS TO CONSULTANTS

- A. For a proposal to be considered, the proposal must be in accordance with these "Instructions to Consultants".
- B. Proposals must be made upon the form provided therefore, and all the blank spaces shall be filled; the signature shall be longhand; and the completed form shall be without interlineations, alteration, or erasure.
- C. A non-mandatory pre-proposal meeting will be held at 10:00 am (PDT) on June 1, 2009 at the RTC 1105 Terminal Way Suite 300, 3rd Floor Conference Room, Reno, Nevada 89502.
- D. Proposals shall be addressed to Karen Heddy, Procurement and Compliance Analyst, and delivered to RTC Finance Department office located at 1105 Terminal Way Suite 300, Reno, Nevada, 89502 or mailed to the above address no later than 2:00 pm (PDT) on June 19, 2009, at which time Proposals will be publicly opened and only names read. Proposals shall be delivered sealed and in an opaque envelope. The outside of the envelope shall be plainly marked **RFQ#RTC9-02M"Request for Qualifications-Advertising and Marketing Services."** **No late proposals will be considered.**
- E. A Consultant who fails or refuses to complete and return the applicable enclosures and certifications shall be deemed non-responsive and will not be awarded the contract. Please see section 2.1, Proposal Format.
- F. Should a Consultant find discrepancies in, or omissions from, the documents, or should the Consultant be in doubt as to their meaning, the Consultant shall at once notify the RTC.
- G. No increase in cost or extension in performance time will be considered for failure to know the conditions to be encountered as to the character, quality and quantity of work to be performed, and the materials to be furnished, and as to the requirements of the specifications.
- H. Any addenda issued during the time of proposing shall become part of the Proposal. Signed copies of all addenda and/or bulletins issued to prospective consultants shall be enclosed with the Proposal. Failure to enclose said addenda and/or bulletins may be considered grounds for rejection of the proposal.
- I. Only written proposals will be accepted. No oral, telephonic, fax or electronic proposals or modifications to proposals will be considered. The Consultant shall assume all responsibility for the accuracy of any proposals and modifications. Proposals arriving after the deadline will not be considered.

- J. Consultants may withdraw proposals before the time fixed for submittal of proposals. No proposals may be withdrawn within a period of ninety (90) calendar days after proposal due date and then only in case the award of the contract has been made. The Regional Transportation Commission reserved the right to hold the proposals for (60) calendar days before awarding the contract.
- K. **RTC reserves the right to reject any or all proposals or options or any portion or combination thereof, or accept the proposal deemed by the Regional Transportation Commission to be in the best interest of the Regional Transportation Commission. The Regional Transportation Commission also reserves the right to waive any irregularities and/or informalities with the proposal submittals.**
- L. No contract shall be considered effective until all parties have finally executed it thereto.
- M. All product information, explanations, comments, calculations, or descriptions must be in sufficient detail to allow the RTC to understand the nature of the topic without excessive use of “jargon” or industry-specific terms.
- N. Contract(s) may be negotiated with the respondent whose proposal is determined to be the best value to the RTC, cost and other factors considered. The RTC reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal and award the contract in whole or in part, if it is deemed in the best interest of the RTC. Proposals should be submitted on the most favorable terms from both price and technical standpoints. The RTC further reserves the right to award contracts without discussion after proposals are received or to request written BEST AND FINAL OFFERS from respondents judged to be responsive to the minimum technical requirements.
- O. Consultants selected for projects with the RTC will be bound by either a contract for services or a letter of agreement specifying timelines, deliverables, fees, method of payment, etc. All consultants are subject to the local purchasing act NRS332. Upon the expiration of the contract or letter of agreement, the consultant will provide all remaining material produced for the RTC in printed and computer format.
- P. The Regional Transportation Commission confirms that there are no State or local taxes applicable to this contract. The Regional Transportation Commission certificate number is 88-91-0617K.
- Q. A proposer may submit to the RTC requests for approved equals, clarifications or protests on items that have been included in the specifications or on an addendum to the specifications. Any such request or protests must be received by the RTC, in writing, not less than ten (10)

days before the date of the scheduled proposal opening. Any request or protests must be fully supported with technical data, test results or other information as evidence that the protests should be upheld. The RTC shall make a determination of each proposer's request under this procedure in writing.

- R. Delivery Requirements - F.O.B. Point
All costs shall be F.O.B. Destination as required. All prices shall include delivery as well as any necessary unloading.
- S. The Regional Transportation Commission is not liable for any costs incurred by prospective consultants prior to the issue of a contract (s).
- T. Consultants are prohibited from contacting any employee, board member, agent, or other associate of the RTC for the purpose of influencing a decision in this procurement. Any consultant doing so will be disqualified.
- U. **The period of prequalification is three years** (commencing with the approved list of prequalified vendors) approximately June, 2009, **with the provision that RTC is given updates of rates/fees, staff and other pertinent information on an annual basis, or as fees and/or key personnel change.** Consultants may be asked to present proposals for specific projects within the term of prequalification. RTC reserves the right to remove a firm or vendor from the prequalified list based on significant changes in personnel or fees, or for other appropriate reasons.
- V. Disadvantaged Business Enterprise (DBE) –_The Regional Transportation Commission in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation issued pursuant to such act, hereby notifies all bidders and consultants that it will affirmatively ensure that in regard to any contract or procurement entered into, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids and proposals in response to our invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, or national origin in consideration for an award.
- W. Contract for work under the Proposal will obligate the Consultants and sub consultants not to discriminate in employment practices pursuant to Federal and State laws.
- X. All prequalified consultants from the 2009 RFQ proposal process are required to provide RTC with updates in order to maintain qualifying status for 2010 and 2011. Updates include any changes in your rate schedule that varies from the proposal process last year and any change in personnel that would be assigned to the RTC account. The RTC will send a letter annually (approximately June 1) to each of the prequalified

consultants asking for their current rates, resumes and any updated material that may be necessary or desired.
If there are no changes, simply send a letter no later than 30 days from date of letter stating you wish to continue your qualifying status with no changes to the previous year's proposal. **If you do not submit a letter and /or update changes in your rate schedule; your company will be removed from the prequalified list.**

3. SUBMITTAL INSTRUCTIONS

3. 1. SUBMISSION REQUIREMENTS:

A. Number of Copies

Submit **one (1) original and three (2) copies** of your proposal in a sealed opaque envelope and must be received by the Regional Transportation Commission of Washoe County (RTC) at the RTC Finance Department offices located at 1105 Terminal Way, Suite 300, Reno, NV 89502, attention: Karen Heddy no later than 2:00 pm PDT, June 19, 2009. **Late proposals will not be considered.**

Please clearly mark the envelopes; **“RFQ # RTC9-02M” Advertising and Marketing Services.**

Addressed to: Regional Transportation Commission
Karen Heddy, Procurement and Finance Analyst
1105 Terminal Way, Suite 300
Reno, NV 89502

All communications with the RTC regarding this procurement shall be marked “RFQ#RTC9-02M”, Advertising and Marketing Services. Communications shall be in writing and may be delivered via mail, email or facsimile. Telephone calls may be used to expedite communications but shall not be considered official communications unless confirmed in writing. All communications with the procuring agency must be addressed to:

Karen Heddy, Procurement and Compliance Analyst
Finance Department
Regional Transportation Commission
1105 Terminal Way, Suite 300
Reno, NV 89502
Phone: 775.332.9511
Fax: 775.348.3233
Email: kheddy@rtcwashoe.com

Communications shall be considered received at the time actually received by the addressee or designated agent.

3.2. PROPOSAL REQUIREMENTS

Proposals must contain the following:

1) **Cover letter**—One page summary of key strengths of the applicant, clearly indicating in which category(ies) the consultant wishes to be considered.

2) **Credentials**—

- Detailed history and experience of the firm
- Bios/resumes of principles and key staff assigned to project(s)
- Client list
- Specific experience in transit/transportation, public agency, service industry

3) **Case History**—at least one and no more than three

- Outline of the problem(s)/goal(s)
- Creative solution(s)
- Quantifiable results
- Budget/costs
- Samples, supporting materials and/or documentation

4) **Hourly Rates and/or fees**—A listing of rates of all applicable personnel and other typical costs.

Note: These rates must be adhered to for a minimum of one year. Any increases after that time must be determined by the RTC to be reasonable and consistent with market conditions.

5) **Work Samples**—Samples of a maximum of three projects (additional samples may be requested at future date.)

6) **Accountability**—An explanation of the firm's billing and accounting procedures, as they will relate to RTC as a client as well as samples of progress and/or conference reports, etc.

7) **References**— Submit references for at least three clients and/or vendors with whom you have worked in a professional capacity within the past two years. These people may be contacted to provide a reference on your behalf.

4. EVALUATION:

Submissions will be evaluated on the basis of the following criteria:

- Appropriateness to the needs of the RTC 30 points
 - style of work/presentation
 - understanding of RTC services
 - knowledge of transit industry, public agency, service clients
 - understanding of public agency procedures and accountability

- Creative approach to problem-solving, results of projects 30 points
 - marketing problem, goals
 - creative & marketing strategies utilized
 - media utilized
 - quantified results achieved
 - cost of project

- Experience and technical skills of the applicant, key staff 20 points
 - years of experience
 - education
 - practical applications

- Cost-effectiveness of fees 20 points
 - within a reasonable range for market

5. PREQUALIFICATION

Consultants will be prequalified by achieving 75 points or more, as determined by an evaluation panel. There is no guarantee that any consultant who is prequalified in this process will be selected to work on a project for RTC. The RTC will send a letter annually (approximately June 1) to each of the prequalified consultants asking for their current rates, resumes and any updated material that may be necessary or desired. Consultants may choose to remain on, or ask to be removed from, the prequalified list. RTC may also determine that, due to changes in personnel, expertise cost or other criteria in the best interest of RTC, a formerly prequalified consultant may be removed from the list. Any consultant considered for disqualification will be provided with a notice 30 days prior to the effective date.

CONTRACT/LETTER OF AGREEMENT

Consultants selected for projects with the RTC may be bound by either a contract for services or a letter of agreement specifying timelines, deliverables, fees, method of payment, etc. Any and all agreements may be subject to requirements of the United States Department of Transportation, the Federal Transit Administration or other state and/or federal agency.

OWNERSHIP

No reimbursements will be made by the RTC for costs incurred prior to issuance of a contract or letter of agreement on projects, including this proposal. Once an agreement is reached, however, all work performed on behalf of the RTC becomes the property of the RTC, including, but not limited to computer files, data bases, research, etc.

EXHIBIT A
PROPOSAL WORKSHEET

**REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY
PROPOSAL WORKSHEET**

Proposal of _____(Company Name), of _____(Address), to furnish and deliver all materials and to do and perform all work necessary to complete in accordance with the Instructions to Consultants, Proposal, Technical Specifications, and Attachments, including any amendments or addenda to all these aforementioned documents, all of which are hereinafter referred to as the "Solicitation Documents".

To the Regional Transportation Commission, Washoe County, Nevada, (RTC):

The undersigned, as Consultant, declares that this Proposal is made without collusion with any other person, firm, or corporation, that the Consultant has carefully examined the Solicitation Documents referred to and made a part hereof, and the Consultant proposes and agrees, if this Proposal is accepted, that the Consultant will contract with the Regional Transportation Commission, to furnish all the materials specified in the Solicitation Documents, in the manner and time prescribed and according to the requirements herein set forth, and that the Consultant will accept in full payment therefore per the following prices:

Please identify the services for which you wish to be considered:

- _____ Advertising
- _____ Media Buying
- _____ Marketing
- _____ Photography
- _____ Electronic Production
- _____ Print Production
- _____ Graphic Design / Web Design
- _____ Public Relations
- _____ Marketing Research
- _____ Special Events

Please specify the hourly rate for each position(s) in the following applicable category(ies).

Advertising

Title:

Hourly Rate:

Media Buyer

Title:

Hourly Rate:

Media Buyer

Title:

Commission %:

Marketing

Title:

Hourly Rate:

Photography

Title:

Hourly Rate:

Electronic Production

Title:

Hourly Rate:

Print Production

Title:

Hourly Rate:

Graphic Design/Website

Title:

Hourly Rate:

Public Relations

Title:

Hourly Rate:

Marketing Research

Title:

Hourly Rate:

Special Events

Title:

Hourly Rate:

This proposal is for a firm, fixed-price contract.

If the Consultant is notified of the acceptance of this Proposal within thirty (30) days of the time set for opening of Proposals, the Consultant agrees the work to be performed shall commence after the executed contract documents or a letter of agreement specifying timelines, deliverables, fees, method of payment, etc. In submitting a proposal, the Consultant affirms that the Consultant is sufficiently informed in all matters affecting the Contract scope, and that the Consultant has checked the proposal for errors and omissions; and that the prices stated in the proposal are correct and as intended by the Consultant and are a complete and correct statement of the Consultant's cost for materials and labor for _____
_____ required by the Contract documents and specifications.

By execution below, Consultant hereby offers to acceptably complete the proposal as indicated herein. Upon acceptance by the Procuring Agency, the contract is complete with all provisions stated in the solicitation documents and all attachments herein.

BIDDER:

(Company name)

(Street address)

(City, state, zip code)

(Authorized representative)

(Signature of authorized signer) (Date)

(Telephone number) (Fax number)

STATE OF _____)

)SS:

COUNTY OF _____)

This instrument was acknowledged before me on _____(Date) _____
by _____(Name(s) of persons)_____
as _____(Type of authority, e.g., Officer, trustee, etc.)_____

of _____(Name of party on behalf of whom instrument was executed).

(Seal, if any)

(Signature of notarial Officer)

(Title and rank (optional))

(My commission expires (optional):_____)

EXHIBIT B
AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

COUNTY OF _____

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Proposer (if the Proposer is an individual, a partner in the Proposal (of the Proposer is a partnership) or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached Proposal or Proposals has been arrived at by the Proposer independently and have submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Request for Proposal, designed to limit independent Proposals or competition;
3. That the contents of the Proposal or Proposals has not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal or Proposals and will not be communicated to any such person prior to the official opening of the Proposal or Proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Firm Name: _____

Signed: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me

on the _____ day of _____, 2009

by _____.

Notarial Officer

EXHIBIT C
DEBARMENT CERTIFICATION

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

I, _____ certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Proposal, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this Proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Proposal.]

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO before me
on the ____ day of _____, 2009
by _____.

Notarial Officer

EXHIBIT D
PROPOSAL ITEM CLARIFICATION FORM

PROPOSAL ITEM CLARIFICATION FORM

REQUEST FOR CHANGE OR APPROVED EQUAL

RFQ NUMBER _____

This form must be used for requested clarifications, changes, substitutes or approval of items equal to items specified with a brand name, and must be submitted as far in advance of the Due Date as specified in the "Instructions to Consultants".

Request #: _____ Offeror: _____

Solicitation Ref: _____ Page: _____ Section: _____

Questions/Clarifications or Approved Equal:

Procuring Agency:

EXHIBIT E
LIST OF SUB-CONSULTANTS FORM

List of Sub-Consultants

	Name of sub-consultant	Nevada Consultants License Number	Type of Work/Equipment	DBE Yes/No
1.				
2.				
3.				
4.				
5.				

EXHIBIT F
CLIENT LIST/REFERENCES FORM

Client List/References

	Client Name	Address	Phone	Contact Name	Dates and type of work performed
1.					
2.					
3.					
4.					
5.					

EXHIBIT D
GENERAL PROVISIONS

GENERAL PROVISIONS

Nevada Law Applies

The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Nevada and the parties hereto select the Second Judicial District Court, County of Washoe, State of Nevada as the exclusive venue for all disputes, claims, causes of action, suits or proceedings arising out of this Agreement. The parties hereto submit to the jurisdiction of said court to resolve any dispute or differences arising hereunder.

Exclusive Agreement

There are no verbal agreements, representations or understandings affecting this Agreement, and all negotiations, representations and undertakings are set forth herein with the understanding that this Agreement constitutes the entire understanding by and between parties.

Amendments

No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

Attorneys' Fees

In the event any party files suit to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs of suit as defined in NRS 18.005.

Regulatory Compliance

Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances.

Time is of the Essence

It is understood and agreed that all times stated and referred to herein are of the essence. The times stated and referred to may be extended by the RTC Executive Director for such additional periods as the RTC Executive Director may approve. No extension of time shall be valid unless reduced to writing and signed by the Executive Director.

Non-Transferability

This Agreement is for CONTRACTOR's professional services, vehicles, and equipment, and CONTRACTOR's rights and obligations hereunder may not be assigned without the prior written consent of RTC.

Unavoidable Delays

If the acceptable completion of this contract should be unavoidably delayed, RTC shall extend the time for completion of the contract for not less than the number of days Contractor was unavoidably delayed. A delay is unavoidable only if the delay is not reasonably expected to occur in connection with or during Contractor's performance, is not caused directly or indirectly by the acts, omissions, negligence, or mistakes of

Contractor, is substantial and in fact causes Contractor to miss specified completion dates, and cannot adequately be guarded against by contractual or legal means.

Notification of Delay

Contractor shall notify RTC as soon as Contractor has, or should have, knowledge that an event has occurred which will delay contract completion. Within five (5) calendar days, Contractor shall confirm such notice to RTC in writing, furnishing as much detail as is available.

Request for Extension

Any request for an extension of time to complete the contract shall be made in writing to RTC's representative(s) identified in the Solicitation documents. Contractor shall supply to RTC, upon request, documentation to substantiate the justification for additional time needed for Project completion. RTC shall provide Contractor with notice of its decision within five (5) days.

Payments to Contractor

1. **Compensation.** Except as otherwise provided herein, within thirty (30) calendar days after final acceptance of product or service or receipt of invoice (whichever occurs later), RTC shall pay the Contractor such amounts as required by the "Bid" attached hereto and incorporated herein by reference. Payments may vary from unit prices based on modifications and/or other provisions of this Agreement. No payment under this Agreement bears interest unless Contractor fails to receive the payment 30 days or more after the later of: (i) final acceptance of each vehicle; (ii) receipt by RTC of the invoice for the vehicle; or (iii) release of funds previously withheld pursuant to this Agreement. Final acceptance shall occur after any and all defects have been corrected to RTC's satisfaction.

Joint Contractors shall designate one of them as payee, to whom RTC shall make all payments required by this Agreement. Any payment made to the designated payee shall discharge RTC's obligation to make payments to any other Joint Contractors.

Payments shall be made in accordance with the amounts "Bid (offer)" attached hereto and incorporated herein by reference.

2. **Compensation for Additional Services** If RTC makes a written request for additional services at any time during the PROJECT, charges for said services shall be in accordance with the rates set forth in "Bid (Offer)" and included herein.
3. **Method and Time of Payment** Payment shall be made in the following manner:
 - a. Contractor shall submit individual invoices to RTC.
 - b. Contractor shall maintain complete records supporting every request for payment that may become due. Upon request, Contractor shall produce all or a portion of its records and RTC shall have the right to inspect and copy same.
 - c. RTC shall withhold ten percent (10%) of the agreed upon compensation until RTC is satisfied that Contractor has satisfactorily performed the services required by RTC.

Compliance with Laws/Permits and Licenses

Contractors shall comply with all applicable federal, state, county and local laws, ordinances, rules, regulations, standards and orders of public authority. If the contract documents are at variance with the above, appropriate modification shall be made by the RTC. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by RTC in the contract documents shall be construed as an oversight and shall not relieve the Contractor from his or her obligations to meet such fully and completely. Upon request, the Contractor shall furnish to RTC certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

Applicable provisions of all federal, state, county, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between persons(s) submitting a Bid response hereto and the RTC by and through its officers, employees, and authorized representatives, and lack of knowledge by any Contractor shall not be a defense.

Hold Harmless

The Contractor agrees to save and hold harmless and fully indemnify the RTC and all its employees or agents from and against all damages, costs or expenses including attorney's fees in that may at any time arise, or be set up, by any person or persons as a consequence of the use by the RTC or by any of its employees or agents of articles supplied under this Contract to the extent such damages, costs or expenses are caused by defects in the design, marketing or manufacturing of the articles, or by the acts or omissions of Contractor, its subcontractors or any of their agents, employees, directors, officers, partners, successors or assigns. The Contractor further agrees to save, hold harmless, and fully indemnify the RTC from and against all suits, claims, and demands, including attorney's fees, based upon any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of any negligent act or omission on the part of the said Contractor, its subcontractors, or any of their servants, employees, or agents. The Contractor, at its own option and expense, will be associated with the RTC in the settlement or defense of any claims or litigation arising out of the performance of this Contract. Further, the Contractor shall defend all suits or claims for infringement of any patent rights and shall save and hold the RTC, its agents, and assigns harmless from loss on account thereof resulting from the use by the RTC or any of its employees or agents of articles supplied under this Contract.

NOTE: IF THIS CONTRACT IS FTA FUNDED, THE CONTRACTOR SHALL ALSO DEFEND THE FEDERAL GOVERNMENT.

Written Change Orders

Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval therefore. The Contractor 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 Contracting Officer.

Changes

Fixed price

- (A) The Contracting Officer may at any time, by written change order, (oral change orders are not permitted) and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
- (B) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (C) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a Bid submitted before final payment of the contract.
- (D) If the Contractor's Bid includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (E) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (F) The Contractor 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.

Single Proposal Response

If only one Proposal is received in response to the RFQ, a detailed cost/price Proposal may be requested of the single Proposer. A price analysis and evaluation and/or audit may be performed of the proposal in order to determine if the price is fair and reasonable.

Continuing Obligation

The Bidder agrees that if, because of death or any other occurrence it becomes impossible for any principal or employee of Bidder to render the services required under this Contract, neither the Bidder nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, the RTC may terminate this Contract if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect the Bidder's ability to satisfactorily complete the performance of the Contract.

Assumption of Risk or Loss

The RTC shall assume risk of loss upon signed receipt of delivery by RTC. Prior to delivery, the Bidder shall retain risk of loss.

Contract Termination for Default

If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the RTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the RTC that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the RTC, after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

Contract Termination for Convenience

The RTC may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the RTC's best interest. The Consultant shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to RTC to be paid the Consultant. If the Consultant has any property in its possession belonging to the RTC, the Consultant or will account for the same, and dispose of it in the manner the RTC directs.