<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
</tr>
</thead>
</table>

**SUBJECT:** TRAFFIC SIGNAL COMMUNICATION SYSTEM GAP ANALYSIS

**PETITIONER:** M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

**RECOMMENDATION BY PETITIONER:**
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AND AUTHORIZE AN INTERLOCAL AGREEMENT WITH THE CITY OF LAS VEGAS FOR THE TRAFFIC SIGNAL COMMUNICATION SYSTEM GAP ANALYSIS (FOR POSSIBLE ACTION)

**GOAL:** IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION

**FISCAL IMPACT:**
None by this action

**BACKGROUND:**
The City of Las Vegas (City) has proposed a study of gaps in its traffic signal communication system. The City owns, operates, and maintains over 600 signalized intersections within its jurisdictional boundaries, of which approximately only 60 percent are connected to the region’s arterial management system (AMS) via a reliable, high-speed communication medium. Successful systems are highly dependent on the availability of reliable communications to transmit a variety of real-time information for use in deploying dynamic traffic solutions. This study will evaluate the current state of the AMS communication network within the City, with a focus on connections to signalized intersections. Prioritized recommendations will be developed for short- and long-term improvements to enhance and expand the AMS fiber optic communication network to achieve 100 percent connectivity to the City’s existing and future traffic signal systems, as well as to the Regional Transportation Commission of Southern Nevada (RTC) Freeway and Arterial System of Transportation (FAST) communication hubs.

This interlocal agreement identifies the roles and responsibilities of the RTC and the City for the Traffic Signal Communication System Gap Analysis. The RTC will ensure that the study follows the RTC Unified Planning Work Program (UPWP) requirements and provide funding to contract with a consultant team to complete the study (UPWP #301-3935-20). The City will be the main client for the consultant team, perform client project management, provide information to the public, and report regularly to the RTC on progress. The study is anticipated to begin later in 2020. Staff recommends approval.

Respectfully submitted,

CRAIG RABORN
Director of Metropolitan Planning Organization

*RTC Item #31
August 13, 2020
Consent*
INTERLOCAL AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
AND
CITY OF LAS VEGAS, NEVADA

This Interlocal Agreement (“Agreement”) is made and entered into on ____, 2020 by and between the Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada, with offices at 600 S. Grand Central Parkway, Suite 350, Las Vegas, NV 89106 (“RTC”), and the City of Las Vegas, a chartered municipal corporation of the State of Nevada, with offices at 495 S. Main St. Las Vegas, NV 89101 (“City”) and is made pursuant to the provisions of the Nevada Revised Statutes Chapter 277A. Both RTC and City may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties intend to conduct the Traffic Signal Communication Gap Analysis, which is included in the Fiscal Year 2020-2021 Unified Planning Work Program by the RTC, hereinafter referred to as “Project,” located wholly within the City; and

WHEREAS, Nevada Revised Statute (NRS) 277.180 authorizes any one or more public agencies to contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal contract, hereinafter referred to as an “Agreement;” and

WHEREAS, the Parties agree to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the Parties agree that the RTC may contract with a consulting firm, hereinafter referred to as “Consultant Team,” to develop a time-phased implementation plan to expand the Arterial Management System (“AMS”) network connectivity via fiber optic communications to all traffic signal systems operated and maintained by the City; and

WHEREAS, the RTC will provide all funding for the consulting services described herein; and

WHEREAS, the Parties are willing and able to perform the services described herein; and

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

AGREEMENT

1. TERM AND TERMINATION. This Agreement shall be effective from the date of approval by the governing body of the last Party ratifying this Agreement and shall remain effective for a term of three (3) years (“Term”).
a. The RTC may terminate this Agreement at any time, with or without cause, prior to its expiration with thirty (30) days written notice. In the event RTC terminates this Agreement, RTC agrees to pay the Consultant Team (as defined in the Scope of Work attached at Exhibit A) for all work it performed up to and including the date of the RTC’s written notice of termination.

2. **SCOPE OF AGREEMENT.** The scope of work and/or services required by the Parties under this Agreement shall be as set forth in **Exhibit A – Scope of Work** and **Exhibit B – Roles and Responsibilities**, attached hereto and incorporated by reference.

3. **COMPENSATION.** The RTC will pay the Consultant Team directly for the services it performs under the Scope of Work.

4. **CONTRACT DOCUMENTS.** This Agreement and its Exhibits make up the Contract Documents for this Agreement. The Contract Documents form the entire agreement between the Parties.

5. **STATUS OF PARTIES: INDEPENDENT CONTRACTOR.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of services pursuant to this Agreement. In the performance of such services, each Party shall at all times be an independent entity with respect to the other Party. Neither Party is an employee nor agent of the other Party. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or similar relationship between the Parties.

6. **BOOKS AND RECORDS.**

   a. Each Party shall keep and maintain, under generally accepted accounting principles, true and complete books, records, and documents as are necessary in such Party’s reasonable discretion to fully disclose sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews. Each Party shall retain all such books, records, and documents for a period of at least three years from the date of termination of this Agreement. If any federal funds are used pursuant to this Agreement, each Party shall retain all such books, records, and documents for a period of at least five years from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

   b. Each Party shall, at all reasonable times, have access to the other Party’s records, calculations, presentations, and reports produced under this Agreement for inspection and reproduction.
7. **BREACH: REMEDIES.** Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages and the right of the prevailing Party to seek reasonable attorneys' fees and costs.

8. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

9. **LIABILITY.** Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each Party shall be responsible for all liabilities, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional or unintentional misconduct of its own officers, employees, and agents. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Neither Party is responsible for or required to indemnify or defend each other against liabilities, claims, actions, damages, losses, and expenses from or incurred by any third parties (i.e., a party not signing this Agreement) for any reason.

10. **LIMITATION ON LIABILITY.** The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive, consequential or any other special damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

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

12. **INSURANCE.** Each Party is self-funded or procures insurance for liability and workers’ compensation claims. Each Party agrees, during the Term to maintain and participate in the self-insurance fund, or procure such insurance as may be required, in amounts which are in compliance with the laws of the State of Nevada. If any part of this Agreement is contracted, subcontracted or subleased, each Party shall require its contractor(s), subcontractor(s) or sublessee(s) to name the other Party as an additional insured on the contractor’s/outside vendor’s insurance to the same extent it is named as an additional insured.
13. **NON-DISCRIMINATION.** As Equal Opportunity Employers under the Equal Opportunity Act of 1972, the Parties have an ongoing commitment to hire, develop, recruit, and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a military veteran, disability, or sexual orientation. The Parties likewise agree that they will comply with all applicable state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.

14. **SEVERABILITY.** In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

15. **PUBLIC RECORDS: CONFIDENTIALITY.** This Agreement is governed by State of Nevada law governing public records. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by the Parties for public inspection and copying. The Parties will have a duty to disclose unless a particular record is made confidential or privileged by law or a common law balancing of interests. Nothing in this section is meant to modify or amend applicable law.

16. **PROPER AUTHORITY.** The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.

17. **ENTIRE AGREEMENT.** This Agreement and all of the exhibits attached hereto or referenced herein constitute the entire understanding and agreement of the Parties and supersedes any prior contracts or agreements between the Parties regarding the subject matter hereof.

18. **AMENDMENTS.** This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party. Any amendment will be effective as of the date stipulated in the written amendment.

19. **GOVERNING LAW.** This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada without regard to conflicts of law principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
20. **DISPUTE RESOLUTION.** The Parties hereto agree that any dispute arising under this Agreement will be determined through litigation in the District Courts of Nevada, located in Clark County, Nevada.

21. **NO THIRD-PARTY BENEFICIARIES.** The Parties do not intend to, and nothing contained in this Agreement shall, create any third-party benefit or right to enforce the terms hereof in any party not named hereto nor shall this Agreement be deemed to create any rights or remedies in favor of the public.

22. **INTERPRETATION.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All recitals at the beginning of this Agreement are incorporated herein by the references thereto contained herein and this reference. All references to statutes or other applicable law shall be to such statutes or applicable law as may be amended from time-to-time.

23. **NOTICES.** All notices permitted or required under this Agreement shall be made by personal delivery or by U.S. registered or certified mail, postage prepaid to the other Party at their address set out below:

   REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
   METROPOLITAN PLANNING ORGANIZATION
   Craig Raborn
   600 S. Grand Central Parkway
   Las Vegas, NV 89106

   CITY OF LAS VEGAS, NEVADA
   DEPARTMENT OF PUBLIC WORKS
   Attn: Director of Public Works
   Mike Janssen
   495 S. Main St.
   Las Vegas, NV 89101

Such required notice or other communication shall be deemed to have been received by the Party to whom it was addressed (i) when delivered, if delivered personally; or (ii) on the third (3rd) business day following deposit in the mail, if mailed by mail. A Party may change its contact information for purposes of this Agreement by giving written notice to the other as set forth above.

[SIGNATURE PAGE Follows]
BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth herein and have caused their duly authorized representatives to execute this Agreement.

City OF LAS VEGAS, NEVADA

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

PASSED, ADOPTED, AND APPROVED this __________ day of ____________, 2020 by:

Carolyn G. Goodman
Mayor

Date: ____________________________

ATTEST:

Luann D. Holmes, MMC
City Clerk

Date: ____________________________

ATTEST:

____________________________

Commissioner Lawrence Brown, III
Chairman, RTC Board

____________________________

ATTEST:

____________________________

Marin DuBois
Management Analyst

____________________________

APPROVED AS TO FORM:

Deputy City Attorney

APPROVED AS TO FORM:

RTC Legal Counsel
Exhibit A

Scope of Work

STUDY GOAL:

The goal of this project is to develop a time-phased implementation plan to expand arterial management system (AMS) network connectivity via fiber optic communications to all traffic signal systems operated and maintained by the City of Las Vegas (City).

OBJECTIVE:

Intelligent Transportation Systems (ITS) can be broadly defined as any technology that creates safer and more efficient transportation networks for all modes of travel. The Regional Transportation Commission of Southern Nevada’s Freeway and Arterial System of Transportation (RTC FAST) serves as an integrated ITS organization that is primarily responsible for the monitoring and management of traffic on both arterials and freeways in Southern Nevada.

The AMS is managed by RTC FAST, in conjunction with each respective local agency, with the goal of achieving safe and efficient traffic flow on streets and arterials through the use of traffic signal systems and other advanced technologies. Traffic signal timing plans and real-time closed-circuit television imaging are two types of data regularly transmitted between RTC FAST’s traffic management centers, agency jurisdictional management centers, and signalized intersections.

The City owns, operates, and maintains over 600 signalized intersections within its jurisdictional boundaries, of which approximately only 60% are connected to the region’s AMS via a reliable, high-speed communication medium. Successful systems are highly dependent on the availability of reliable communications to transmit a variety of real-time information for use in deploying dynamic traffic solutions. Southern Nevada’s current AMS communications network is comprised of fiber optic cable, copper interconnect, and wireless radios. Of these, fiber optic cable infrastructure provides superior bandwidth, speed, reliability, and durability over its copper interconnect or wireless radio counterparts and is the City’s preferred media, where feasible to implement.

This study will evaluate the current state of the AMS communication network within the City, with a focus on connections to signalized intersections. Prioritized recommendations will be developed for short- and long-term improvements to enhance and expand the AMS fiber optic communication network to achieve 100% connectivity to the City’s existing and future traffic signal systems, as well as to RTC FAST communication hubs.

STUDY AREA:

The study area includes all public rights-of-way within the City jurisdictional boundaries.
PROJECT SCOPE:

The selected consultant will be responsible for carrying out the tasks identified below:

Task #1: Project Management and Coordination

A. Convene an initial kick-off meeting or call(s) with RTC and City staff to clarify the study approach and to establish a detailed schedule with specific goals, tasks, timelines, and roles. The final project schedule will be completed and approved within 60 days of the Notice to Proceed.
B. Perform day-to-day administration work, monitor schedules, and prepare monthly progress reports, invoices, billings, and administer any sub-consultant (Disadvantaged Business Enterprise) agreement (if applicable).
C. Organize and coordinate biweekly project status meetings with project stakeholders to review progress, tasks, and milestones. Prepare all agendas, materials, notices, and minutes.
D. Submit all preliminary reports, maps including GIS files, draft meeting agendas, handouts, slide decks, and other work products to the RTC project manager within 10 business days in advance of meeting dates. All materials shared with external stakeholders and the general public must be reviewed and approved by multiple RTC staff and departments prior to distribution.
E. Federal funds will be used and the consultant is expected to meet federal conditions throughout the course of the project.
F. Coordinate with other projects in the Study Area, as needed.

Task #2: Data Collection

A. Review available studies, plans, maps, datasets, and documents related to the AMS and traffic signal systems within the Study Area, including:
   a. RTC FAST Infrastructure map
   b. City of Las Vegas Traffic Signal Master Plan
   c. City of Las Vegas Mobility Master Plan
B. Inventory existing AMS communication infrastructure by intersection within the Study Area including:
   a. Fiber optic cable
   b. Copper interconnect
   c. Wireless radios

Task #3: Gap Analysis and Implementation Plan

A. Based on existing capacity, develop a phased, prioritized implementation plan that identifies lead and support organizations, resources needed, and timelines.
B. Prepare individual chapters at the conclusion of each task phase to expedite the plan production process.
C. Develop GIS-based mapping to illustrate gaps in AMS communication network connectivity at existing and future traffic signal systems. Assign complete metadata to each GIS file.
D. Develop, describe, and utilize a methodology to identify and prioritize recommendations for short- and long-term improvements to the AMS fiber optic communication network within the Study Area. Include estimated material and construction costs for each recommendation.
E. Perform coordination with City and RTC FAST to:
   a. Analyze the need and location of future communication hubs
   b. Document existing communication capacity issues
   c. Document known damaged communications infrastructure

F. Develop guidelines for incorporation of future AMS improvements within City’s Public Works Department and private development projects. Identify related policy, plan, and/or code revisions.

G. Review existing Capital Improvements Plan and identify short-term opportunities to integrate proposed improvements.

Task #4: Committee Review

A. Prepare slide decks and speaking points for use in committee meetings. All creative and presentation materials for RTC Committee and Board meetings require prior approval by RTC’s Metropolitan Planning Organization and Government Affairs Department.

B. Present study findings to the City and project stakeholders for review. The following are to be included, at a minimum:
   a. City: one (1) presentation
   b. RTC Executive Advisory Committee (EAC): one (1) presentation
   c. RTC FAST Operations Management Committee (OMC): one (1) presentation
   d. RTC Board: one (1) presentation

Task #5: Final Report

A. Prepare draft and final reports to document study activities, findings, and recommendations for short- and long-term improvements to improve the AMS fiber optic communication network within the Study Area. The reports will be easy-to-read, with an emphasis on graphic design. Reports are to include maps depicting:
   a. Existing and future traffic signal systems
   b. Existing AMS communication network (all types)
   c. Time-phased implementation plan for future expansion of the AMS

Task #6: Deliverables

The following list summarizes key milestone products, and may not be inclusive of all details provided in the scope. Additional or alternative products may also be identified by the consultant.

A. Completion of the previous tasks will result in the following deliverables:
   a. Monthly project progress reports
   b. Meeting agendas and summaries
   c. Final Report and mapping as described in Task #3
   d. Editable presentation slide decks for stakeholder outreach as described in Task #1

B. Ten (10) printed copies of the final report, a Section 508 compliant PDF to ensure equitable access, and all editable final report document files (MS Word or Adobe Creative Suite).

C. All mapping components are to be delivered in City designated GIS formats.

D. All photos, images, tables, graphs, and maps contained within the report will be provided as separate, high-resolution electronic files.

E. Provide an Executive Summary in English and Spanish.
F. Additional deliverables as identified by the consultant.

Project Cost and Schedule
A. The project cost estimate is $200,000 for the professional service contract.
B. It is anticipated that a notice to proceed would be issued in October, 2020 and all tasks should be completed in approximately twelve (12) months, or by October, 2021. The consultant shall prepare a detailed schedule to complete the above tasks (and any other tasks identified by the consultant).
Roles and Responsibilities

The RTC and City agree to the following terms:

1. Project Management:
   a. The City will identify one staff member to serve as the Project Manager for this Plan. The City’s Project Manager will coordinate regularly with the RTC and the Consultant Team on all aspects of the Plan.
   b. The RTC will identify one staff member to serve as the Project Manager for this Plan. The RTC’s Project Manager will coordinate regularly with the City and the Consultant Team on all aspects of the Plan.

2. Consultant Services:
   a. The RTC shall be responsible for procuring, contracting, and funding the Consultant Team that will complete the Plan and provide services related to the Plan in accordance with federal requirements.
   b. The Consultant Selection Panel shall be comprised of at least two RTC staff representatives and at least two City staff representatives.
   c. The RTC shall develop the Consultant Team’s scope of work in partnership with the City.

Roles & Responsibilities Matrix for Traffic Signal Communication System Gap Analysis between City of Las Vegas (City) and RTC of Southern Nevada

<table>
<thead>
<tr>
<th>Task</th>
<th>City</th>
<th>Consultant</th>
<th>Notes</th>
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<tbody>
<tr>
<td>Procurement of Consultant</td>
<td>R</td>
<td>I</td>
<td>RTC (Grant Shirts) will manage RTC procurement of consultant services.</td>
</tr>
<tr>
<td>Preparation of the scope of services for the RFP.</td>
<td>R</td>
<td>A</td>
<td>RTC (Grant Shirts) and City (Sean Robinson) will prepare the scope of services document to be included in the RFP. C) Consulted - person or entity that needs to provide feedback and contribute to the activity.</td>
</tr>
<tr>
<td>Independent Cost Estimate (ICE)</td>
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<td>RTC will prepare the independent cost estimate.</td>
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<tr>
<td>Request for Proposals</td>
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<td>A</td>
<td>I RTC will issue an RFP for the study for consulting firms.</td>
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<td>Selection of the consultant</td>
<td>R</td>
<td>A</td>
<td>City (Sean Robinson, Joey Paskey) and the RTC (Grant Shirts, Chin-Cheng Chen) will participate on a selection committee in response to the RFP.</td>
</tr>
<tr>
<td>Obtain necessary documentation from consultant</td>
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<td>I</td>
<td>R The selected consultant will be expected to provide the following documentation to the RTC as part of the initiation process. 1) Verification Regarding Disadvantaged Business Enterprises (DBE) or Good Faith Effort (GFE); 2) Federal Conditions Acknowledgement; 3) Supplier Information; 4) W-9 Form 5) Verification of Insurance 6) Signed Contract via RTC DocuSign</td>
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<td>Task</td>
<td>RTC</td>
<td>City</td>
<td>Consultant</td>
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<tr>
<td>Purchase Requisition / Work Order</td>
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<tr>
<td>Determination of Stakeholders</td>
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<td>C</td>
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<td>Preparation of monthly invoice and monthly progress status report.</td>
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<td>I</td>
<td>R</td>
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<td>Notice to Proceed</td>
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<td>Project Meetings Set-Up</td>
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<td>Communication to stakeholders</td>
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<tr>
<td>Create Draft and Final materials and reports</td>
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<td>R</td>
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<td>Review and Comment on Draft Final Report and materials</td>
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<tr>
<td>Preparation of Final Report and Supporting Appendices</td>
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<td></td>
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</table>
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization [X]  Transit [ ]  Administration and Finance [ ]

SUBJECT: 2017-2040 REGIONAL TRANSPORTATION PLAN AMENDMENT CLARK 20-32

PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT CLARK 20-32 TO THE 2017-2040 REGIONAL TRANSPORTATION PLAN (FOR POSSIBLE ACTION)

GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION

FISCAL IMPACT:
None by this action

BACKGROUND:
The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be amended when there are major adjustments to program elements. Amendment Clark 20-32 will add a new project funded by the Federal Transit Administration and local funds in the RTP.

This amendment is consistent with the 2017-2040 Regional Transportation Plan and does not impact air quality conformity.

Staff recommends approval.

Respectfully submitted,

CRAIG RABORN
Director of Metropolitan Planning Organization

RTC Item #32
August 13, 2020
Consent
Regional Transportation Commission

AGENDA ITEM DEVELOPMENT REPORT

Agenda Item Recommendation (as submitted):
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC)
APPROVE AMENDMENT CLARK 20-32 TO THE 2017-2040 REGIONAL TRANSPORTATION
PLAN (FOR POSSIBLE ACTION)

Agenda Item Requested by: Regional Transportation Commission

Date: 07/15/2020

Staff

Discussion: The Regional Transportation Commission of Southern Nevada (RTC) adopted the 2017-2040 Regional Transportation Plan (RTP) at its February 9, 2017 meeting. Federal regulations require the RTP to be amended when there are major adjustments to program elements. Amendment Clark 20-32 will add the following Federal Transit Administration Large Urban Capital funded project in the federal fiscal year (FFY) 2020 of the RTP. Project details are attached.

Amendment Clark 20-32:

Add RTP Project # 6275: RTC Mobile Learning Lab, Build a mobile learning lab to train and educate transportation disadvantaged individuals on technology and resources to improve mobility access to services in the community.

This amendment is consistent with the 2017-2040 Regional Transportation Plan and does not impact air quality conformity. Staff recommends approval.

Advisory Action: Approval ☒ Disapproval ☐ Hold Item ☐

Meeting Date: 07/30/2020

Executive Advisory Committee

Discussion: None

Advisory Action: Approval ☒ Disapproval ☐ Hold Item ☐

* Conditions (if applicable)
### XS20200031 (Ver 1) 20-32

**Title:** RTC Mobile Learning Lab  
**Description:** Build a mobile learning lab to train and educate transportation disadvantaged individuals on technology and resources to improve mobility access to services in the community.

<table>
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<th>County:</th>
<th>Clark</th>
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<tbody>
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<td>Project Type:</td>
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#### PROJECT LIMITS

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<th>FY 2020</th>
<th>FY 2020-2024 TOTAL</th>
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<td>FTA 5310 Elderly/Disabled Lrg Urb Capital</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>RTC Sales Tax</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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</table>

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>FY 2020</th>
<th>FY 2020-2024 TOTAL</th>
<th>ALL YEARS TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$128,624</td>
<td>$197,883</td>
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</table>

### FEDERAL

- **Status:** New Project

- **FED FY:**
  - 2020:
    - Elderly/Disabled Lrg Urb Capital: $0
    - RTC Sales Tax: $0

- **TOTAL:**
  - Elderly/Disabled Lrg Urb Capital: $128,624
  - RTC Sales Tax: $69,259

- **ALL YEARS TOTAL:**
  - Elderly/Disabled Lrg Urb Capital: $0
  - RTC Sales Tax: $0

- **Lead Agency:** RTC Southern Nevada
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization</th>
<th>Transit</th>
<th>Administration and Finance</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBJECT: COORDINATED PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN</td>
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<tr>
<td>PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER</td>
<td></td>
<td>REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA</td>
</tr>
<tr>
<td>RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE SOUTHERN NEVADA COORDINATED PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN (FOR POSSIBLE ACTION)</td>
<td></td>
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<tr>
<td>GOAL: ENHANCE MOBILITY BY IMPROVING TRANSPORTATION CHOICES AND FACILITATING MULTI-MODAL CONNECTIVITY</td>
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</tbody>
</table>

FISCAL IMPACT:
None

BACKGROUND:
The Southern Nevada Coordinated Public Transit-Human Services Transportation Plan (Coordinated Plan) aims to enhance mobility for seniors, people with disabilities, and low-income individuals. The federally required plan, which was last updated in 2015, brings together public, private, and non-profit transportation and human service providers and includes: 1) an inventory of existing transportation services, 2) a transportation needs and gap analysis, 3) an assessment of funding sources, and 4) goals, strategies, and an implementation plan.

Stakeholder-focused outreach engaged over 400 representatives of key organizations through meetings of an advisory committee, phone and in-person interviews, transit facility tours, roundtables, presentations at partner meetings, and an online inventory survey. The public comment period and public meetings occurred during May 2020. The Metropolitan Planning Subcommittee, Transportation Access Advisory Committee, and Executive Advisory Committee approved the plan during July 2020.

The Executive Summary is attached, and the final draft plan is provided at rtcsnv.com/CTP.

Staff recommends approval.

Respectfully submitted,

CRAIG RABORN
Director of Metropolitan Planning Organization

RTC Item #33
August 13, 2020
Consent
Regional Transportation Commission

AGENDA ITEM DEVELOPMENT REPORT

Agenda Item Recommendation (as submitted):
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE THE SOUTHERN NEVADA COORDINATED PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN (FOR POSSIBLE ACTION)

Agenda Item Requested by: Regional Transportation Commission
Date: 7/30/2020
Staff

Discussion: Federal transit law requires that projects selected to receive funding under the Enhanced Mobility for Individuals and Individuals with Disabilities (Section 5310) Program are “included in a locally developed, coordinated public transit-human services transportation plan”. This plan is a comprehensive update of the existing Coordinated Transportation Plan, which was adopted by the RTC Board on March 12, 2015.

The plan aims to achieve the following goals: 1) expand mobility options and resources, 2) increase awareness of transportation, 3) leverage technology, 4) improve connections to transit facilities, and 5) expand regional collaboration. Strategies for achieving these goals and related implementation actions, potential funding sources, and roles are also outlined in the plan.

Stakeholder Engagement
The plan was developed through participation of transportation, health and human services organizations and individuals through the following forums:

- Stakeholder Advisory Committee meetings (5);
- Phone and in-person interviews (24);
- Transit facility tours and staff interviews (2);
- Roundtable events focused on transportation needs of people with disabilities, seniors and veterans, and low-income workforce transportation (3);
- Presentations at meetings of US Vets, the Nevada Homeless Alliance, Nevada Minority Health and Equity Coalition, and Southern Nevada Homelessness Continuum of Care (5);
- Online inventory survey, which included over 100 responses;
- Virtual Community Stakeholder meeting (1), attended by over 55 key stakeholders; and
- Presentations to RTC Committees (5).

Additionally, a 21-day public comment period occurred from May 11 through May 31, 2020. The comment period was publicly noticed, and the draft plan is available at rtsnv.com/CTP. Comments received during the public comment period and through subsequent stakeholder outreach have been incorporated into the final draft.

RTC committee approvals include: Metropolitan Planning Subcommittee (7/14/20), Transportation Access Advisory Committee (7/29/20), and Executive Advisory Committee (7/30/20). Staff recommends approval.

Advisory Action: Approval ✗ Disapproval ☐ Hold Item ☐
Meeting Date: 07/30/2020 Executive Advisory Committee

Discussion: None
Advisory Action: Approval ✗ Disapproval ☐ Hold Item ☐
* Conditions (if applicable)
Executive Summary

INTRODUCTION

The Southern Nevada Coordinated Public Transit-Human Services Transportation Plan (Coordinated Transportation Plan) aims to enhance mobility for individuals with disabilities, older adults, and people with low incomes.

The plan brings together public, private, and non-profit transportation and human service providers and includes the following elements:

- Inventory of existing transportation services
- Identification of transportation needs, duplication of services, and regional service area gaps
- Assessment of existing and potential funding sources
- Goals, strategies and an action plan

The Coordinated Plan assesses a spectrum of mobility services, policies, and programs for improving coordinated planning between public transit agencies (Figure ES-1) and human service transportation providers throughout Clark County.
GROWING DEMAND

Since the last Coordinated Plan update, Clark County’s population has increased by 9% (Figure ES-2 Clark County Population Factors (2013 and 2017)). Today, a larger portion of seniors live in Clark County. This population group is expected to increase by 8.7% by 2060. The portion of low-income households and persons with disabilities has remained the same since the last Plan update; however, these sub-groups have increased in numbers.

Almost 20% of Clark County households have incomes below $25,000, which is slightly higher than rate for the state and country. Clark County’s low-income population accounts for roughly two-thirds of the County’s public transportation trips; however, a majority of low-income workers drive alone.

Clark County’s unemployment rate improved by 8.8% since 2013; however, future projections predict unemployment will resume an upward trend given the economic downturn resulting from the COVID-19 pandemic. Two out of every five workers are in industries that have been impacted by the pandemic, including educational services, healthcare, recreation, accommodation, and food services. Unemployment rates and the pandemic will likely have a continued impact on transportation modes and needs. Social distancing mandates and the unprecedented large-scale adoption of telecommuting across multiple industries have halted travel altogether. Discretionary transit riders are expected to shift away from public mobility options towards private vehicles while transit-dependent riders will continue to rely on transit, even as agencies gradually scale back operations.

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Population</td>
<td>2,027,868</td>
<td>—</td>
<td>2,204,079</td>
<td>—</td>
</tr>
<tr>
<td>Persons age 50+</td>
<td>626,611</td>
<td>31%</td>
<td>718,362</td>
<td>33%</td>
</tr>
<tr>
<td>Seniors (65+)</td>
<td>216,595</td>
<td>11%</td>
<td>317,116</td>
<td>14%</td>
</tr>
<tr>
<td>Low-Income (&lt;$25,000 per HH)</td>
<td>150,105</td>
<td>21%*</td>
<td>157,701</td>
<td>21%**</td>
</tr>
<tr>
<td>Persons with Disabilities†</td>
<td>249,201</td>
<td>12%</td>
<td>260,942</td>
<td>12%</td>
</tr>
<tr>
<td>Persons with Medicaid Coverage</td>
<td>258,596</td>
<td>13%</td>
<td>431,157</td>
<td>20%</td>
</tr>
</tbody>
</table>

* Based on 710,058 households in 2013.
**Based on 749,858 households in 2017.
**GAPS AND NEEDS**

**Built Environment Does Not Easily Support Transit Connectivity**

The landscape of Southern Nevada in general makes utilizing public transportation or active transportation modes like walking, rolling, and bicycling difficult. Sidewalks are not fully present everywhere or may be in poor condition, making it difficult to walk or use a mobility device uninterrupted. Long distances between destinations, a lack of street connectivity, and wide roads result in lengthy pedestrian crossing distances. Not all transit stops have benches and shelters; some are simply flag or pole stops. In areas where there are no shelters, it is difficult for vulnerable populations to wait long periods of time for the bus due to extreme temperatures.

**Inconsistent Access to Social Services**

The distribution of specialized services in Southern Nevada is not uniform; specifically, adult day care services (Figure ES-3 Transit Accessibility to Social Services). Grocery stores, outpatient and dialysis centers, and senior centers are generally not well served by fixed-route transit. Some services are concentrated in certain areas of the Las Vegas Valley, making it difficult for people to access them.

**Would-Be Riders and Existing Riders are Discouraged by Duration, Frequency, Safety, and Reliability of the Transit Experience**

Infrequent service on some transit routes, long trip times, and concerns over safety and reliability deter some would-be riders from using public transit across Clark County. Additionally, long trips are especially...
Executive Summary

Transit Accessibility to Social Services
March 2020

Social Services
Hospitals, Emergency Services
Outpatient, Dialysis Centers
Parks, Recreation Centers, Pools
Three Square Sites
Groceries
Senior Centers

Transit Centers
Paratransit Service
Open Space
Clark County
Municipalities
Areas of Interest
Flexible Demand Response Areas
Frequent Transit

Data Sources: RTC Transit, Clark County

March 2020

North Las Vegas
Sunrise Manor
Las Vegas
Paradise
Whitney
Henderson
Boulder City
challenging for transit-dependent parents and caregivers traveling with infants and small children, low-income residents making reverse commutes, youth traveling between school and after-school activities, and people with physical, sensory, and cognitive disabilities. Additionally, although the urbanized area of the Las Vegas Valley holds a massive majority of Clark County’s population, there are towns in outlying areas that are significant distances away. As a result, routes connecting between cities often have long headways and service is infrequent and unreliable. Riders transferring from one service to another often experience long wait times at key transfer points.

Shared Demand-Response and On-Demand Services are Limited

The productivity of shared demand-response services is limited by service hours and eligibility criteria. Many shared demand response services provided throughout Clark County operate a limited schedule several days a week. Specific days and hours of operation can vary by route, though service is typically concentrated in the mornings or afternoons. Service is limited during certain times of the day, which constrains the mobility of populations needing this service. Service is also often limited to riders who meet specific eligibility criteria, such as veteran status or residing in a specific geographic area or housing complex. Additionally, on-demand services through Lyft, Uber, or Tango are mostly limited to pilot projects.

New Partnerships Reflect Ongoing Needs in the Region

The proliferation of new partnerships between private, public, and non-profit providers in recent years illustrates a desire for creative solutions to address ongoing transportation challenges across the region. Constrained funding, limited resources, demographics, and the unprecedented COVID-19 health crisis have prompted organizations to share resources, funding, and responsibilities to reduce cost and streamline access for vulnerable populations with unmet needs.

Funding Shortfalls for Transportation and Human Services Programs

Funding constraints limit the availability of essential services and programs for seniors, people with disabilities, and people with low incomes. The reliance on grants for non-ADA funding also threatens the consistent availability of some programs. These limitations have implications for the affordability and quality of life in Southern Nevada.
SUMMARY OF GOALS

The development of this Plan’s recommendations stems from multiple key goals. The goals of the Plan are derived from multiple sources, including:

- Input from the Stakeholder Advisory Committee for this Plan
- Input from over 300 representatives of transportation, health, and human services organizations reached through interviews, roundtables, presentations at partner meetings, and a stakeholder survey
- Review of relevant plans and studies, including the 2015 Coordinated Plan
- Gaps and needs analysis particular to the critical Southern Nevada populations served by this Plan (people with disabilities, older adults, and people with low incomes)

Goals

Proposed goals of this plan are as follows:

Goal 1: Expand Mobility Options and Resources
Continue expanding the capacity of transportation services available to populations of all abilities and means in Southern Nevada.

Goal 2: Increase Awareness of Transportation
Regularly educate and inform residents and visitors of all available transportation services and resources through user-friendly and accessible educational tools.

Goal 3: Leverage Technology
Explore the use of emerging mobility options to complement existing transportation services.

Goal 4: Improve Connections to Transit Facilities
Optimize land use and transit, bicycle, and pedestrian facilities to improve the efficiency, accessibility, safety, and quality of first and last mile trips.

Goal 5: Expand Regional Collaboration
Continue expanding on existing coordination and collaboration efforts between non-profits and government agencies.
SUMMARY OF STRATEGIES

Coordinated Transportation Plan strategies are big picture initiatives that Southern Nevada’s transportation and human services providers can implement or facilitate and include:

- **Programs.** Activities and convenings which are related to sharing information and facilitating interested in coordinated transportation.
- **Policies.** Government principles and actions in support of coordinated transportation.
- **Services.** The direct provision of transportation itself.
- **Infrastructure.** The management, maintenance, development, and procurement of transportation facilities and vehicles.
- **Funding.** Approaches related to financing and programming coordinated transportation.
- **Personnel.** Human resources for transportation.

Proposed strategies are subject to change in the future based on community needs and available resources, which are evolving as a result of the COVID-19 pandemic. The list in Figure ES-4 on the following page provides a framework for implementing plan goals and may be modified due to potential changes in travel behavior, population and unemployment levels, funding availability, and capacity of transportation and health and human service providers.
### Figure ES-4 List of Strategies

<table>
<thead>
<tr>
<th>Type</th>
<th>Strategy</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Programs</strong></td>
<td>Establish Formal Statewide Transit Association*</td>
</tr>
<tr>
<td></td>
<td>Develop and Distribute Consumer-Friendly and Accessible Materials*</td>
</tr>
<tr>
<td></td>
<td>Establish Mobile Travel Training Program*</td>
</tr>
<tr>
<td></td>
<td>Provide Transparent and Accessible Section 5310 Information online</td>
</tr>
<tr>
<td></td>
<td>Develop TNC Ride Assistance Program</td>
</tr>
<tr>
<td></td>
<td>Develop Single Contact/App/Site for Regionwide Trip Planning, Scheduling, and Payment</td>
</tr>
<tr>
<td></td>
<td>Broaden Awareness of Community Mobility Fund</td>
</tr>
<tr>
<td></td>
<td>Expand Customer Satisfaction and Planning Surveys</td>
</tr>
<tr>
<td><strong>Policies</strong></td>
<td>Advocate for Integration of Transit and Compact Development into New and Redevelopment Planning to Promote Transit Access*</td>
</tr>
<tr>
<td></td>
<td>Incentivize/Encourage Neighborhood Social Service Centers and Pop-Ups for All People*</td>
</tr>
<tr>
<td></td>
<td>Expand In-Kind Donations, Awareness, and Distribution of Complimentary and Discounted Transit Passes to Target Populations*</td>
</tr>
<tr>
<td></td>
<td>Develop Goals, Performance Targets, and Data Sharing Requirements for Public-Private Partnerships</td>
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<tr>
<td></td>
<td>Allow TNC Trips as a Medicaid-Eligible Transportation Mode</td>
</tr>
<tr>
<td></td>
<td>Consider Fare Policies for Improved Transit Affordability and Access</td>
</tr>
<tr>
<td></td>
<td>Establish Standards for Purchase of Service</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>Continue to Expand Use of Technology in Paratransit Scheduling and Education*</td>
</tr>
<tr>
<td></td>
<td>Develop Microtransit Services Targeted to Low-Income Communities and/or Reverse Commuters*</td>
</tr>
<tr>
<td></td>
<td>Explore Expanding Services to Connect People in “Food Deserts” to Grocery Delivery, Grocery Stores, Food Pantries, and Congregate Meal Sites*</td>
</tr>
<tr>
<td></td>
<td>Pilot Partnerships for Non-Emergency and Post-Discharge Medical Trips</td>
</tr>
<tr>
<td></td>
<td>Connect Transit Service to Regional and Intercity Hubs</td>
</tr>
<tr>
<td></td>
<td>Support Fixed-Route Service Improvements to Increase Ridership and Reduce Burdens on Demand-Response Routes</td>
</tr>
<tr>
<td></td>
<td>Explore Partnerships and Collaboration for School Transportation for All</td>
</tr>
<tr>
<td></td>
<td>Explore Utilizing Rural Vehicle Layover Time to Expand Urban Service</td>
</tr>
<tr>
<td></td>
<td>Consider Expanding Funding to Fill Temporal Gaps in Flexible Demand-Response Service Schedule</td>
</tr>
<tr>
<td></td>
<td>Pilot Additional Brokerage of Rides through Mobile Apps in Partnership with Organizations and Operators</td>
</tr>
<tr>
<td><strong>Infrastructure</strong></td>
<td>Improve Transit Navigation for People with Disabilities Through the Use of Technology*</td>
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<td>Raise In-Kind Donations of Vehicles, Spare Parts, Safety Materials, and Facility Enhancements*</td>
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<tr>
<td></td>
<td>Establish Local and Transit Agency Contacts and Methods to Communicate Unsafe and/or Inaccessible Conditions on Sidewalks and at Bus Stops*</td>
</tr>
<tr>
<td></td>
<td>Leverage GIS Tools to Map ADA Accessible Paths</td>
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<tr>
<td><strong>Funding</strong></td>
<td>Sustain and Expand Funding for Existing Transit and Specialized Transportation Services*</td>
</tr>
<tr>
<td></td>
<td>Coordinated Funding and Related Policies*</td>
</tr>
<tr>
<td></td>
<td>Identify Alternative Revenue Sources for Transit Capital and Operations</td>
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<tr>
<td><strong>Personnel</strong></td>
<td>Establish Regional Mobility Managers*</td>
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<tr>
<td></td>
<td>Share Support Services Across Multiple Agencies and Organizations*</td>
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<tr>
<td></td>
<td>Train Mobility Managers, Transit Agency Staff, Customer Service Representatives, and Case Workers on Training the General Public to Ride on Fixed-Route Transit*</td>
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<tr>
<td></td>
<td>Increase Driver Pool Through Pay, Benefits, Requirements, and Recognition</td>
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<tr>
<td></td>
<td>Explore Options to Expand Demand-Response Dispatch Staffing</td>
</tr>
<tr>
<td></td>
<td>Increase Custodial, Security, and Ambassador Staffing at Bus Stops</td>
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</table>

* Priority strategy identified by the Plan’s Stakeholder Advisory Committee
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: APPROVE CHANGE ORDER

PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE A CHANGE ORDER TO THE FISCAL YEAR 2020 PROCUREMENT OPTION UNDER CONTRACT NO. 15-001, CNG FLEET PROCUREMENT – 40/60, BETWEEN THE RTC AND NEW FLYER OF AMERICA, INC. IN THE AMOUNT NOT-TO-EXCEED $20,385.20 FOR COVID-19 PREVENTION MEASURES, AND AUTHORIZE STAFF TO ISSUE A REVISED PURCHASE ORDER (FOR POSSIBLE ACTION)

GOAL: SECURE FUNDING FOR EXPANSION, OPERATION, AND MAINTENANCE OF SYSTEMS AND ROUTES

FISCAL IMPACT:
Funds in the amount of $20,385.20 are budgeted in the five-year capital plan in the Transit Fund and will be expended in Fiscal Year (FY) 2020.

BACKGROUND:
On January 9, 2020, the Regional Transportation Commission of Southern Nevada (RTC) approved exercising the FY 2020 option for contract 15-001, CNG Fleet Procurement – 40/60, between the RTC and New Flyer of America, Inc. to order 20 40-foot buses for a not-to-exceed amount of $12,542,529.41.

Due to the COVID-19 pandemic, the RTC is implementing social distancing methods to improve the separation of transit operators and reduce the risk of spreading COVID-19 on buses in mass transportation. The drivers’ barrier door extended glass will provide improved separation between the operator and passengers.

The additional cost for the 20 buses is $20,385.20. The revised not-to-exceed amount for the FY 2020 option is $12,562,914.61.

Staff recommends approval.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer

RTC Item #34
August 13, 2020
Consent
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

| Metropolitan Planning Organization  | Transit [X] | Administration and Finance  |

SUBJECT: OWNER-CONTROLLED ALLOWANCE INCREASE

PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AN INCREASE TO THE OWNER-CONTROLLED ALLOWANCE TO BID NO. 19-020, LAS VEGAS BOULEVARD MAX STATIONS ADA IMPROVEMENTS, WITH RM CONTRACTING, LLC IN THE NOT-TO-EXCEED AMOUNT OF $200,000.00 (FOR POSSIBLE ACTION)

GOAL: SECURE FUNDING FOR EXPANSION, OPERATION, AND MAINTENANCE OF SYSTEMS AND ROUTES

FISCAL IMPACT:
Funds in the amount of $200,000.00 are budgeted and available in the Transit Fund for Fiscal Year 2021. Of this amount, 80 percent is eligible for reimbursement with federal funds.

BACKGROUND:
On April 9, 2020, the Regional Transportation Commission of Southern Nevada (RTC) approved award of Bid No. 19-020 to RM Contracting, LLC in the amount not-to-exceed $670,650.00, inclusive of a $90,000 Owner-Controlled Allowance for the Las Vegas Boulevard MAX Stations ADA (Americans with Disabilities Act) Improvements Project. The contractor has commenced demolition activities and the existing conditions are substantially different from those shown on the original approved plans. The engineer and contractor would not have been able to anticipate the existing deviations from Nevada Department of Transportation (NDOT) standards for the subsurface conditions. The discrepancies between the existing field conditions and the approved construction drawings differ from location to location. Additional work includes, but is not limited to the following: additional demolition/concrete removal on platform and curbs; additional traffic control and dust control; and placement of additional backfill material. Additional work is required in order to comply with NDOT’s inspection’s requirements and standards.

This recommendation is to increase the current Owner-Controlled Allowance contract amount by $200,000.00 to ensure compliance with Nevada Revised Statute prompt payment requirements to expedite to the contractor and subcontractors for the unforeseen conditions and any updated construction standards as the project progresses. Funds will only be released to the contractor based on the RTC’s review and approval for additional work and/or services. The new contract not-to-exceed amount will be $870,650.00.

Staff recommends approval.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer
REGIONAL TRANSPORTATION COMMISSION
OF
SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization  [ ]  Transit  [X]  Administration and Finance  [ ]

SUBJECT: APPROVE AMENDMENT

PETITIONER:  M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE AMENDMENT NO. 03 TO CONTRACT 19-020DS, LAS VEGAS BOULEVARD MAX STATIONS AMERICANS WITH DISABILITIES IMPROVEMENTS DESIGN SERVICES, WITH CA GROUP, INC IN THE NOT-TO-EXCEED AMOUNT OF $6,738.60 FOR THE BASE TERM CONTRACT PERIOD, FOR A REVISED TOTAL NOT-TO-EXCEED BASE TERM CONTRACT AMOUNT OF $83,638.60, AND AUTHORIZE THE CHAIRMAN TO SIGN (FOR POSSIBLE ACTION)

GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM

FISCAL IMPACT:
Funds in the amount of $6,738.60 are budgeted and available in the Transit Fund for Fiscal Year 2021.

BACKGROUND:
On October 11, 2018, the Regional Transportation Commission of Southern Nevada (RTC) Board of Commissioners awarded contract 19-020DS, Las Vegas Boulevard Max Stations American with Disabilities Act (ADA) Improvements, to CA Group for professional design services.

Amendment No. 03 will amend the scope of services to include additional surveying and engineering design related to unforeseen site conditions encountered during construction.

This recommendation is to approve Amendment No. 03, adding $6,738.60 to the contract. The total revised contract not-to-exceed amount is $83,638.60.

Respectfully submitted,

____________________________
M.J. MAYNARD
Chief Executive Officer

RTC  Item #36
August 13, 2020
Consent
AMENDMENT NO.03  
CONTRACT NO. 19-020DS  
DESIGN SERVICES FOR LAS VEGAS BOULEVARD  
MAX STATIONS ADA IMPROVEMENTS

This AMENDMENT is made and entered into as of this **13th day of August 2020**, ("Effective Date"), by and between the REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA, (hereinafter referred to as "RTC") and CA GROUP, INC., collectively referred to herein as the “PARTIES.”

RECATALS

WHEREAS, the PARTIES entered into CONTRACT entitled “19-020DS Design Services for Las Vegas Boulevard Max Stations ADA Improvements” (hereinafter referred to as “CONTRACT”) dated October 11, 2018; and subsequent amendments dated February 14, 2019, and December 11, 2019; and

WHEREAS, the PARTIES desire to amend the CONTRACT in order to add additional work to the scope of services, amend the cost of the CONTRACT;

NOW THEREFORE, in mutual consideration of the mutual covenants, promises, terms and conditions herein, it is mutually agreed by the RTC and the CONSULTANT to amend the CONTRACT as follows:

AGREEMENT

The Parties, pursuant to SECTION E-27 of the CONTRACT, agree to modify the CONTRACT as follows:

1. SECTION B-3 PRICE/COST/DelIVERABLE (B),:

   Delete:

   The not-to-exceed annual amount for this contract is $71,400.00.

   Replace with:

   The not-to-exceed amount for this contract is $83,638.60.

2. EXHIBIT B – PRICE/COST/DelIVERABLES

   Delete:

   DESIGN FEE

| Task 8 – Engineering Services during Construction | $3,000.00 |
Replace with

DESIGN FEE

| Task 8 – Engineering Services during Construction | $9,738.60 |

All other provisions, covenants and conditions of the original CONTRACT shall remain in full force and effect.

Miscellaneous

3. Effect of this Amendment on the Agreement; Interpretation. The Parties acknowledge and agree that the Agreement has not been amended or modified in any respect, other than as set forth in Sections 1 - 3 above. This Amendment does not alter, amend, or otherwise modify the terms and conditions of the Agreement, all of which unmodified terms and conditions shall continue in full force and effect.

4. Dispute Resolution. If any dispute arises under this Amendment, then such dispute shall be resolved pursuant to the dispute resolution provisions contained in the Agreement.

5. Counterparts. This Amendment may be executed in multiple counterparts including .PDF, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

6. Severability. If any term or provision of this Amendment shall be adjudicated invalid or unenforceable by a non-appealable order of an arbitrator or court of competent jurisdiction, then the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.

7. Conflicts. The terms of this Amendment shall control over any conflicts between the terms of the Agreement and the terms of this Amendment.

8. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

9. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada.

10. No Party Deemed Drafter. The Parties agree no Party shall be deemed the drafter of this Amendment and in the event this Amendment is ever construed by an arbitrator or court of competent jurisdiction, such arbitrator or court shall not construe this Amendment or any provision hereof against any Party as the drafter thereof. Each Party to this
Amendment acknowledges that it has contributed substantially and materially in the preparation and negotiation of this instrument.

11. Additional Actions and Documents. The Parties agree to take such additional actions and execute such additional documents as may be necessary or useful to carry out the transactions contemplated by this Amendment.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AMENDMENT as of the Effective Date written above.

CA GROUP INC.                                            REGIONAL TRANSPORTATION COMMISSION
                                                      OF SOUTHERN NEVADA

By: JAMES CAVIOLA, P.E., PTOE                          By: LAWRENCE L. BROWN III
       President                                         Chairman

APPROVED AS TO FORM:                                    ATTEST:

By:                                   By: MARIN DUBOIS
       RTC Legal Counsel                       Management Analyst
# REGIONAL TRANSPORTATION COMMISSION
## OF SOUTHERN NEVADA
### AGENDA ITEM

<table>
<thead>
<tr>
<th>Metropolitan Planning Organization [ ]</th>
<th>Transit [ ]</th>
<th>Administration and Finance [X]</th>
</tr>
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</table>

**SUBJECT:** INTERLOCAL CONTRACT

**PETITIONER:** M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

**RECOMMENDATION BY PETITIONER:**
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) APPROVE INTERLOCAL AGREEMENT 20-034IL, WITH THE STATE OF NEVADA, ACTING BY AND THROUGH ITS DEPARTMENT OF CORRECTIONS, FOR THE PERIOD FROM OCTOBER 13, 2020 TO JUNE 30, 2023, IN THE AMOUNT NOT-TO-EXCEED $360,000.00, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT (FOR POSSIBLE ACTION)

**GOAL:** ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM

**FISCAL IMPACT:**
Revenue in the estimated amount of $360,000.00 for the Transit Fund is expected to be generated during the contract term.

**BACKGROUND:**
Nevada Revised Statute (NRS) 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform. The Regional Transportation Commission of Southern Nevada (RTC) agrees to provide bus passes in the not-to-exceed amount of $360,000.00 for the contract term. In each of the fiscal years 2021, 2022, and 2023, the amount of $120,000.00 is allocated. This contract will not become effective until, and unless, approved by the Nevada State Board of Examiners.

This recommendation is to approve an interlocal contract between the RTC and the State of Nevada, acting by and through its Department of Corrections, to provide bus passes for the period of October 13, 2020 through June 30, 2023 (subject to the Nevada State Board of Examiners’ approval).

Staff recommends approval.

Respectfully submitted,

M.J. MAYNARD  
Chief Executive Officer

M.J. Maynard  
421090C7Y-Z3U4G8

rtc Item #37  
August 13, 2020  
Consent
INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting by and through its

<table>
<thead>
<tr>
<th>Public Entity #1:</th>
<th>NEVADA DEPARTMENT OF CORRECTIONS (NDOC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>5500 Snyder Avenue, Bldg. 17</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Carson City, NV 89704</td>
</tr>
<tr>
<td>Contact:</td>
<td>Arlene Hailey</td>
</tr>
<tr>
<td>Phone:</td>
<td>(775) 887-3259</td>
</tr>
<tr>
<td>Fax:</td>
<td>(775) 887-3343</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:ajhailey@doc.nv.gov">ajhailey@doc.nv.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public Entity #2:</th>
<th>REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>600 S. Grand Central Parkway, Suite 350</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Las Vegas, NV 89106</td>
</tr>
<tr>
<td>Contact:</td>
<td>Mark Hyfler</td>
</tr>
<tr>
<td>Phone:</td>
<td>(702) 676-1670</td>
</tr>
<tr>
<td>Fax:</td>
<td>(702) 676-1630</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:buspass@rtcsnv.com">buspass@rtcsnv.com</a></td>
</tr>
</tbody>
</table>

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

WHEREAS, it is deemed that the services hereinafter set forth are both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.

2. **DEFINITIONS**

<table>
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<tr>
<th>TERM</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
<td>The State of Nevada and any State agency identified herein, its officers, employees and immune contractors.</td>
</tr>
<tr>
<td>Contracting Entity</td>
<td>The public entities identified above.</td>
</tr>
<tr>
<td>Fiscal Year</td>
<td>The period beginning July 1st and ending June 30th of the following year.</td>
</tr>
<tr>
<td>Contract</td>
<td>Unless the context otherwise requires, 'Contract' means this document titled Interlocal Contract Between Public Agencies and all Attachments or Incorporated Documents.</td>
</tr>
</tbody>
</table>
3. CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in Section 4, Termination. Contract is subject to Board of Examiners’ approval (anticipated to be October 13, 2020).

<table>
<thead>
<tr>
<th>Effective From:</th>
<th>Upon BOE Approval</th>
<th>To:</th>
</tr>
</thead>
</table>

4. TERMINATION. This Contract may be terminated by either party prior to the date set forth in Section 3, Contract Term, provided that a termination shall not be effective until 30 days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.

5. NOTICE. All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

6. INCORPORATED DOCUMENTS. The parties agree that this Contract, inclusive of the following Attachments, specifically describes the Scope of Work. This Contract incorporates the following Attachments in descending order of constructive precedence:

| ATTACHMENT A: | SCOPE OF WORK AND DELIVERABLES |

Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

7. CONSIDERATION. The parties agree that the services specified in Section 6, Incorporated Documents at a cost as noted below:

| Total Contract Not to Exceed: | $360,000.00 |

Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

8. ASSENT. The parties agree that the terms and conditions listed in the incorporated Attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. INSPECTION & AUDIT

A. Books and Records. Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and document as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
B. Inspection & Audit. Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such records may be found, with or without notice by the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH - REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall not exceed $150.00 per hour.

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

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

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

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

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.
18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be considered under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. FEDERAL FUNDING. In the event, federal funds are used for payment of all or part of this Contract, the parties agree to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:

A. The parties certify, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation Subpart 9.4, and any relevant program-specific regulations. Provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.


C. The parties and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

22. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in Section 6, Incorporated Documents.

23. GOVERNING LAW – JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

24. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated Attachment(s) constitute the entire agreement of the parties and as such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated Attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such Attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the Office of the Attorney General.
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Nevada Department of Corrections (NDOC)

[Signature] 7/1/2020[Signature]
Public Entity #1 John Borrowman Date Deputy Director of Support Services

Regional Transportation Commission of Southern Nevada (RTC)

[Signature] Date
Public Entity #2 LAURENCE L. BROWN II Chairman, Board of Regional Transportation Commission of Southern Nevada (RTC)

Regional Transportation Commission of Southern Nevada (RTC)

[Signature] Date
Public Entity #2 MARIN DUBOIS Management Analyst

Approved as to form by:

[Signature] 8/3/2020
Public Entity #2 Date RTC Legal Counsel

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners Date

Approved as to form by:

Deputy Attorney General for Attorney General On: Date
NEGOTIATED CONTRACT TERMS AND SCOPE OF WORK BETWEEN NEVADA DEPARTMENT OF CORRECTIONS (NDOC) AND REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) (CONTRACTOR)

Contract maximum not to exceed $360,000.00

Prior approval from NDOC Fiscal Services is required for any additional cost over and above the maximum contract authority of $360,000.00.

1. NEVADA DEPARTMENT OF CORRECTIONS (NDOC) AGREES TO:

   1.1 Allocate funds to be used to reimburse RTC for the purpose of costs associated with bus passes.

   1.2 Casa Grande Transitional Housing (CGTH) shall provide to RTC a completed purchase order with an itemized list of various bus passes to purchase and the total cost associated with such.

2. CONTRACTOR AGREES TO:

   2.1 Provide bus passes at current prevailing rates and provide notification of changes in the prevailing rates to NDOC as soon as the knowledge is available.

3. BOTH PARTIES AGREE TO THE GENERAL PROVISIONS AND CONDITIONS:

   3.1 This Interlocal Contract is subject to the relevant provisions of the State service and operation work plans and other regulations, which may impact this Interlocal Contract.

   3.2 Both parties hereby acknowledge the imminence of potentially substantial changes to regulations and statutes applicable to this Interlocal and as necessary, to comply with such changes.

4. PAYMENT AND INVOICES:

   4.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

   4.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provision of this contract electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

4.3 Send invoices for payment to:
   Nevada Department of Corrections (NDOC)
   Attn: Accounting/Contracts Bldg 89
   PO Box 7011
   Carson City, NV 89702
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

SUBJECT: APPROVE CONTRACT

PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

RECOMMENDATION BY PETITIONER:
THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE A RECOMMENDATION FROM THE EVALUATION COMMITTEE TO SELECT AND AWARD CONTRACT NO. 20-040, PUBLIC BIKE SHARE OPERATIONS AND MAINTENANCE PROJECT, TO BICYCLE TRANSIT SYSTEMS, INC. IN THE AMOUNT NOT-TO-EXCEED $670,970.00 FOR THE BASE TERM OF 10 MONTHS, FROM SEPTEMBER 1, 2020 TO JUNE 30, 2021, WITH THREE, ONE-YEAR OPTIONS TO RENEW, AND AUTHORIZE THE CHAIRMAN TO SIGN THE CONTRACT; OR TAKE OTHER ACTION AS DEEMED APPROPRIATE (FOR POSSIBLE ACTION)

GOAL: IMPROVE THE EFFICIENCY AND EFFECTIVENESS OF THE TRANSPORTATION SYSTEM AND AIR QUALITY BY MANAGING CONGESTION

FISCAL IMPACT:
Funds are budgeted and available in the Transit Fund for Fiscal Year (FY) 2021. Remaining funds will be budgeted in the same fund for future years.

BACKGROUND:
On May 15, 2020, the Regional Transportation Commission of Southern Nevada (RTC) issued Request for Proposals (RFP) No. 20-040, Public Bike Share Operations and Maintenance Project. An evaluation committee comprised of three internal evaluators completed the review and scoring of all responsive and responsible proposals. The evaluation committee ranked Bicycle Transit Systems as the top rated firm. The firm ranked as follows: (1) Bicycle Transit Systems, Inc (Bike Transit).

As a result, staff has negotiated a contract with Bike Transit. The objective of this project is for Bike Transit to provide services to operate and maintain a fully functional Public Bike Share System.

Staff recommends approval.

Respectfully submitted,

M.J. MAYNARD
Chief Executive Officer
CONTRACT NO. 20-040
PUBLIC BIKE SHARE OPERATIONS AND MAINTENANCE PROJECT

SERVICE PROVIDER: Bicycle Transit Systems, Inc.
1330 North Fifth Street
Philadelphia, PA 19122
Phone: (267) 428-2453
Fax: (267) 200-0417

Alison M. Cohen
President and CEO
acohen@bicycletransit.com
This Contract is made and entered into this 13th day of August, 2020, by and between Regional Transportation Commission of Southern Nevada (hereinafter referred to as “RTC”), having its principal office located at 600 South Grand Central Parkway, Las Vegas, Nevada 89106-4512, and Bicycle Transit Systems, Inc. (hereinafter referred to as “Service Provider”), incorporated in the state of Pennsylvania, having its principal office located at 1330 North Fifth Street, Philadelphia, PA, for Operations and Maintenance Services (hereinafter referred to as “Project”).

RECITALS:

WHEREAS, the RTC conducted a competitive procurement process per Request for Proposal (RFP) No. 20-040, Public Bike Share Maintenance and Operations Project, to select a non-exclusive Service Provider;

WHEREAS, pursuant to that process, the RTC selected the Service Provider to provide operation and maintenance service; and

WHEREAS, the Service Provider is competent to perform the services described herein and desires to enter into this Contract with the RTC for the provision of such services; and

WHEREAS, the Service Provider has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract; and

WHEREAS, the Service Provider has the personnel and resources necessary to accomplish the Project within the required schedule and with a budget allowance not-to-exceed $670,970.00 (Six hundred seventy thousand, nine hundred seventy dollars and zero cents) for the base period of the contract, including all fees for time and labor for salaries, overhead, materials, equipment, licenses, direct non-salary expenses incurred by the Service Provider.

NOW THEREFORE, in consideration of the mutual promises hereinafter given, it is mutually agreed by and between the Service Provider and the RTC as follows:

SECTION A – CONTRACT FORM

The subject matter of this Contract is to for the Service Provider to provide Public Bike Share Operations and Maintenance.

SECTION B – BASIC TERMS

B-1 DEFINITIONS

The following definitions apply to this Contract:

(a) “Award Date” means the date that a Contract becomes effective. It is the date that is entered
into the first paragraph of a Contract upon execution by an authorized representative of the RTC.

(a) “Service Provider” means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(b) “Service Provider Representative” means the individual authorized to act on behalf of the Service Provider regarding routine matters arising under or relating to this Contract.

(c) “Contract” means this document, consisting of Sections A through F, which is binding and effective only upon execution by the RTC.

(d) “Contract Documents” means the following documents which collectively constitute the obligations of the Contractor: (1) this Contract and the attachments hereto; (2) the Request For Proposal (RFP) No. 20-040 and any addenda thereto; and (3) the Contractor’s proposal in response to the RFP, including its Best and Final offer or clarifications (if any).

(e) “Contract Technical Representative” means the RTC representative who is responsible for the coordination of Contract performance between the RTC and the Service Provider.

(f) “Deliverable” means any report, software, hardware, data, documentation, or other tangible item or event that the Service Provider is required to provide or perform to the RTC under the terms of the Contract.

(g) “Non-exclusive Contract” means a Contract under which the RTC agrees to obtain some, but not necessarily all, of the RTC’s requirements for a particular service.

(h) “RTC” means the Regional Transportation Commission of Southern Nevada.

(i) “RTC Commission” means the governing body of the Regional Transportation Commission of Southern Nevada.

B-2 CONTRACT TYPE

The Contract type is not-to-exceed. This is a Non-exclusive Contract.

B-3 PRICES/COSTS DELIVERABLES

(a) Prices/Costs/Deliverables Schedule

The Service Provider will invoice the RTC in accordance with the payment and deliverables schedule specified in attached Exhibit B, Prices/Cost/Deliverables. The RTC’s obligation to pay Service Provider cannot exceed the specified amount(s). It is expressly understood that the entire work defined in Exhibit A must be completed by the Service Provider and it shall be the Service Provider's responsibility to ensure that hours and tasks are properly budgeted so the entire project is completed for the specified amount(s).
(b) The not-to-exceed amount for the base period of this contract is **$670,970.00** (Six hundred seventy thousand, nine hundred seventy dollars and zero cents).

### B-4 INVOICES

(a) The Service Provider shall submit an invoice to the RTC in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs/Deliverables) above and must be accompanied by backup material. The Service Provider shall furnish monthly invoices on or about the first day of each month. The RTC shall pay the invoiced amount within 30 calendar days after the date of receipt of a correct invoice. All invoices should identify the following items:

1. The date of the invoice;
2. Service Provider name;
3. Complete address (including street, city, state and zip code);
4. Telephone number;
5. Contact person;
6. Itemized description of services performed and/or products delivered (including quantities) or services rendered (including performance dates covered), referencing the contract item;
7. Copies of subcontractor invoices
8. Itemized pricing and total amount due (excluding Sales and Use Tax);
9. the associated RTC purchase order number;
10. Service Provider’s Tax Identification Number;
11. RTC Contract Number
12. Percentage Discount/Payment Terms (if offered);
13. Copy of the progress report, signed/approved by RTC’s Contract Technical Representative, if applicable; and
14. Service Provider’s invoice number.

The RTC shall pay claims for supplies, materials, equipment and services purchased under the provisions of this contract electronically, unless determined that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience. The RTC reserves the right to make a payment by check, with five (5) business days’ notice. The RTC will provide notice via email or fax to the Consultant/Service Provider. All payments under this contract shall be paid in United States dollars.

RTC shall subtract from any payment made to Service Provider all damages, costs and expenses caused by Service Provider's negligence, resulting from or arising out of errors or omissions in Service Provider's work products, which have not been previously paid to Service Provider.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Service
Provider will be made in full within 30 calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Service Provider shall submit an original invoice to:

Regional Transportation Commission  
ATTN: Accounts Payable  
600 Grand Central Parkway  
Las Vegas, NV 89106 – 4512

(b) A representative of the Service Provider shall sign and certify the invoice in the following manner: “I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the RTC nor any other source.”

(c) The Service Provider shall forward a copy of the original invoice to the RTC’s Contract Technical Representative identified in Paragraph D-2 (Contract Technical Representative/Service Provider Representative).

(d) Upon termination of this Contract, the Service Provider shall submit a statement summarizing previous billings rendered and payments received and providing any other information necessary for contract close out. Within 30 calendar days after receipt thereof, the RTC shall pay the Service Provider all amounts due.

(e) The RTC may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment made by the RTC to the Service Provider to such extent as may be necessary to protect the RTC from loss or damage, or to compensate the RTC, caused by, resulting from or arising out of, including but not limited to, any failure to perform Services in accordance with this Contract.

B-5 CONTRACT TERM

(a) Notice to Proceed The parties to this Contract understand and agree that execution of this Contract by the RTC is not a Notice-To-Proceed with the Scope of Services of this Contract. A Notice-To-Proceed will be given by the RTC to the Service Provider after receipt and approval of all insurance requirements specified in this Contract or equivalent protection.

(b) Performance Period The base contract term commences from Notice to proceed to June 30, 2021, unless extended through mutual written agreement by both parties.

(c) Contract Renewals – This contract has three, one-year renewal options.

(d) Delivery Schedule The Service Provider shall provide services in accordance with the deliverables schedule specified in attached Exhibit B.
SECTION C – SCOPE OF SERVICES

C-1 SCOPE OF SERVICES

The Service Provider shall provide the materials, equipment, products and labor to accomplish, produce and deliver the products and services specified in Exhibit A. The Service Provider shall not provide services beyond the scope of this Contract unless those services and compensation for those services have been defined in an approved amendment to this Contract.

SECTION D – SPECIAL CONDITIONS

D-1 LEGAL NOTICE

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

1. received by the party to whom it is directed by hand delivery or personal service, or
2. transmitted by facsimile with confirmation of transmission, or
3. sent by U.S. mail via certified mail-return receipt requested at the following addresses:

   FOR THE RTC:
   Regional Transportation Commission of Southern Nevada
   Manager, Purchasing and Contracts
   600 Grand Central Parkway
   Las Vegas, Nevada 89106-4512
   Fax: (702) 676-1588

   FOR THE SERVICE PROVIDER:
   Bicycle Transit Systems, Inc.
   1330 North Fifth Street
   Philadelphia PA, 19122
   Fax: (267) 200-0417

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Contract Technical Representative or the
D-2 RTC TECHNICAL CONTRACT REPRESENTATIVE / SERVICE PROVIDER REPRESENTATIVE

(a) The RTC designates the following as the Contract Technical Representative for this Contract:

Brij Gulati  
Director of Capital Projects  
GulatiB@rtcsnv.com

The RTC will provide written notice to the Service Provider, should there be a subsequent Contract Technical Representative change. The Contract Technical Representative will be the Service Provider’s principal point of contact at the RTC regarding any matters relating to this Contract, will provide all general direction to the Service Provider regarding Contract performance, and will provide guidance regarding the RTC’s goals and policies. The Contract Technical Representative is not authorized to waive or modify any material scope of services changes or terms of the Contract. The RTC agrees that its officers and employees and consultants will cooperate with Service Provider in the performance of services under this Contract and will be available for consultation with Service Provider at reasonable times with advance notice as to not conflict with other responsibilities.

(b) The Service Provider designates the following as the Service Provider Representative for this Contract:

Alison Cohen  
Chief Executive Officer  
acohen@bicycletransit.com

The Service Provider will provide written notice to the RTC, should there be a subsequent Service Provider Representative change. The RTC has the right to assume that the Service Provider Representative has full authority to act for the Service Provider on all matters arising under or relating to this Contract. Should the Service Provider Representative of the Service Provider be unable to complete their responsibility for any reason, the Service Provider shall replace him or her or them with a competent person, or subconsultant with the RTC’s approval.

D-3 SERVICE PROVIDER BACKGROUND CHECKS

(a) It is the policy of the Regional Transportation Commission of Southern Nevada (hereinafter, “RTC”) for successful bidders to conduct background checks on all contract employees that require unescorted access onto any RTC properties. The contractor shall make all reasonable efforts to ensure that employees having contact with the public in the course of their assigned duties are of good moral character. The Contractor prior to hiring shall conduct employee candidate background check screenings of all positions, to include those considered safety-sensitive as defined by Federal Transit Administration (FTA) guidelines. This may include, but not limited to work history, criminal background history and credit review as required for
(b) Results of a background check must comply with the RTC background check standards as outlined below:

1. Must utilize a licensed background check; Service Provider to run criminal background checks and personal credit history reviews (as applicable). Criminal background checks must include arrest and conviction reports (county, state and nationwide) for all jurisdictions that the Proponent has resided in the previous ten (10) years.

2. Unless otherwise required by applicable law, in accordance with Title VII of the Civil Rights Act of 1964 and corresponding guidance from the U.S. Equal Employment Opportunity Commission, information obtained during the criminal record check will not be used as a basis for denying or terminating employment, unless the criminal offense resulted in a conviction that is recent (or sufficiently serious to be of issue regardless of how recently it occurred) and relevant to the job in question.

3. When assessing criminal conviction records, contractors are required to consider the following factors:
   a. Nature and gravity of the offense(s)
   b. The time that has passed since the offense and/or completion of the sentence; and
   c. The nature of the job sought/held

   No one factor should necessarily govern the analysis; all three factors should be weighed together when determining persons to work at RTC properties.

(c) The contractor is required to collect background information on “Individuals” consistent with the Federal Fair Credit Reporting Act (FCRA) and any applicable state laws.

(d) Once background check clearance has been determined, the successful bidder will notify the RTC’s designated department’s contact via email that the employee has been approved to work on RTC premises.

(e) The Contractor will be required to maintain all records related to background check screenings conducted for all employees working at RTC properties. For the purposes of audit and oversight by RTC, the contractor will make all background check records available to RTC representatives in an effort to ensure established RTC standards/guidelines are followed. All Background check records must be maintained on all employees working on RTC property for the term of the agreement.

D-4 RTC SERVICE PROVIDER IDENTIFICATION BADGES

(a) The RTC will issue vendor/Service Provider badges to employees of any of its vendors/contractors that will be conducting business or providing services on any RTC
(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 Service Provider’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 Service Provider must provide the RTC Technical Contract Representative 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/Service Provider and any associated officers, a telephone number for the vendor/contractor/Service Provider or a designated representative, and if available an e-mail address.

2. A letter from the Service Provider 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://rtcnev.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 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.

D-5 SERVICE PROVIDER KEYS TO FACILITY

The RTC will issue key(s) to employees of the Service Provider which will be conducting business or providing services on any RTC premises that have successfully gone through the RTC badging process.

(a) Service Provider may be issued a key(s) when they are required to access various RTC facilities/properties at the RTC Designated Representative’s discretion and final approval by RTC Safety and Security.

(b) Key(s) may also be made available to Service Provider on a daily basis and/or shift.

(c) The Consultant’s individuals, employees and/or volunteers shall, prior to being issued a key(s), be properly badged with an RTC badge. This will be confirmed by RTC Safety and Security upon receiving a signed Key Request form.

(d) The RTC’s Designated Representative will recommend the access level based on the areas/facility the Service Provider will be working. At the request of the RTC’s Designated Representative and initiated by the Service Provider, key(s) will be issued after the following information has been completed and submitted to RTC Safety/Security for final approval:

1. A signed acknowledgement of a Key Issuance and Responsibilities form and a completed RTC Key Request form for each individual requiring a key(s).
2. When completing the Key Request form, the sponsoring department or designed should ensure to check mark the appropriate facility and include the “Service Provider Name.”

3. The Safety and Security staff will ensure that appropriate key(s) are provided for the specific areas needed for access and will notate the Key Request form accordingly.

4. The individual who will be assigned the key must sign the Key Request form as “Recipient.”

(e) The RTC’s Designated Representative will ensure that a key(s) is cut and available for the Service Provider by contacting RTC Safety and Security at 702-676-1590.

(f) The Service Provider’s employee must schedule an appointment by contacting RTC Safety and Security at 702-676-1590.

(g) The Service Provider’s employee must present appropriate identification at that time (RTC badge) and a completed Key Request form signed by the RTC’s Designated Representative.

(h) Keys will only be issued to the Service Provider’s employee to whom the keys will be assigned. Keys will not be issued or provided to any unauthorized personnel at any time. All key(s) are the property of the RTC and must be returned when the Service Provider’s contract services expire/terminate or upon request by the RTC. It is the RTC's Designated Representative’s responsibility to immediately notify RTC Safety and Security when such contract services have concluded. The RTC’s Designated Representative is also responsible for retrieving all key(s) and returning them to RTC Safety and Security staff within 24-hours from the contract expiration, termination or upon request by the RTC.

(i) Failure for the Service Provider to return RTC key(s) within 24-hours from the contract expiration, termination or upon request by the RTC will result in a fee of $40.00 for each key that is not returned and/or the cost of rekeying the entire facility (see below for estimate).

(j) Lost/damaged/replacement keys:

1. A Service Provider that loses a key(s) is required to inform the RTC’s Designated Representative and RTC Safety and Security at 702-676-1590 immediately.

2. The RTC’s Designated Representative will ensure that a replacement key(s) is provided to the vendor/contractor/Service Provider by contacting RTC Safety and Security at 702-676-1590.

3. The Service Provider is responsible for a replacement fee for all lost key(s). The Service Provider will be required to complete a new Key Request form and Replacement Key Fee form and provide to the RTC’s Designated Representative along with a lost key replacement fee of $40.00 per key (or cost of rekeying the entire
facility). The actual cost of rekeying the entire facility varies based on the number of cores and keys. Estimated costs will range from $2,050.00 to $20,000.00 with the average cost being approximately $5,000.00. The replacement fee and the form should be submitted to RTC Safety and Security prior to issuing keys. RTC Safety and Security will then forward all monies and the Replacement Key form to RTC Finance for processing.

4. If the lost key(s) is found after receiving a replacement, it must be returned to RTC Safety & Security immediately. Lost key(s) replacement fees are non-refundable.

5. The first damaged key will be replaced at no charge to the Service Provider. Any subsequent damaged replacement key will incur a replacement cost of $40.00 per key.

6. The damaged key must be presented to RTC Safety and Security along with the appropriate damaged key replacement fees to the RTC’s Designated Representative prior to a new key(s) being cut/issued. The Service Provider will complete the Replacement Key form and submit it to the RTC’s Designated Representative. RTC Safety and Security will then forward all monies and Replacement Key form to RTC Finance for processing.

7. The damaged key(s) must be presented to RTC Safety and Security along with appropriate identification to receive a replacement key(s). The damaged key(s) will be destroyed after the replacement key(s) is issued. The key(s) holder of record in the security system and/or key database will be changed to show the damaged key(s) was disabled.

D-6 WARRANTY

(a) Services: The Service Provider warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Service Provider to perform the services in accordance with this Contract, the Service Provider shall, at no cost to the RTC, re-perform or perform the services so that the services conform to the warranty. The Service Provider shall not be liable for damages, claims or losses arising out of any reuse of any management methods or procedures, materials, information, products, work, documents, drawings, maps, plans, specifications, reports or other data or material as specified herein on this (in the event of termination) or any other project without the Service Provider’s prior written permission.

(b) Products: The Service Provider 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.
(c) Warranty Administration: In the event of any action by the RTC to recover damages for breach of all warranties, the Service Provider 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 Service Provider other than the Service Provider, then copies of such warranties must be furnished to the RTC at the time of delivery and, if required by the RTC, Service Provider will assign such warranties to the RTC. Delivery or assignment of such manufacturer's or Service Providers' warranties shall in no event relieve Service Provider 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.

D-7 INTELLECTUAL PROPERTY RIGHTS

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the RTC are exclusively the property of the RTC.

Ownership of the drawings and specifications produced shall remain the property of the Service Provider. Copies of the drawings, creative and specifications retained by the RTC may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Service Provider during the performance of services for which it has been compensated under this Contract, shall be delivered to RTC’s representative upon completion or termination of this Contract, whichever occurs first. RTC shall have the right to reproduce all documentation supplied pursuant to this Contract. Service Provider shall furnish RTC’s representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

The Service Provider shall not be liable for damages, claims or losses arising out of any reuse of any management methods or procedures, materials, information, products, work, documents, drawings, maps, plans, specifications, reports or other data or material as specified herein on this (in the event of termination) or any other project without the Service Provider’s prior written permission.

D-8 LICENSES/REGISTRATIONS

During the entire performance period of this Contract, the Service Provider shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active applicable business license.
D-9 REVIEW COMMENTS

The services performed by Service Provider under this Contract shall be subject to periodic review by the RTC and/or its General Manager. The review comments of RTC's representative may be reported in writing as needed to Service Provider. It is understood that RTC's representative(s) review comments do not relieve Service Provider from the responsibility for the professional and technical accuracy of all work delivered under this Contract. The RTC's General Manager may delegate any or all of the General Manager's responsibilities under this Contract to appropriate staff members, and shall so inform Service Provider by written notice before the effective date of each delegation. The comments of the RTC's General Manager or his designated staff may be reported to Service Provider by the RTC's General Manager. It is understood that the RTC General Manager's comments do not relieve Service Provider from the responsibility for the professional quality of all work delivered under this Contract. To prevent an unreasonable delay in the Service Provider's work, the General Manager will endeavor to examine all reports and other documents and will render decisions and advise the Service Provider in a timely manner to avoid unreasonable delay.

D-10 DATA AVAILABLE

(a) RTC shall, without charge, furnish to or make available for examination or use by Service Provider as it may request, any data which RTC has available, including as examples only and not as a limitation:

1. Copies of reports, surveys, records, and other pertinent documents.

2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.

Service Provider shall return any original data provided by RTC.

(b) RTC shall assist Service Provider in obtaining data on documents from public officers or agencies, and from private citizens and business Companies, whenever such material is necessary for the completion of the services specified by this Contract.

(c) Service Provider will not be responsible for accuracy of information or data supplied by RTC or other sources to the extent such information or data would be relied upon by a reasonably prudent Service Provider.

(d) The Service Provider shall return any original data provided by the RTC.

D-11 LIQUIDATED DAMAGES

Service Provider acknowledges that the RTC is damaged when Service Provider fails to perform services or supply proof of insurance or performance bond, if applicable, according to the
requirements detailed in Exhibit A, Scope of Work. Damages include, but are not limited to
damage to the RTC reputation and perception in the community and RTC costs to provide
replacement maintenance services.

(a) For non-performance or non-timely performance of Key Performance Indicators (KPI)
requirements, as detailed in Exhibit A, Scope of Work, Item Failure to Meet Required
Performance Levels, Service Provider shall pay to the RTC No.

<table>
<thead>
<tr>
<th>No. of Performance Levels not achieved in a month</th>
<th>Portion of Management Fee as liquidated damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>15%</td>
</tr>
<tr>
<td>4-6</td>
<td>35%</td>
</tr>
<tr>
<td>7-8</td>
<td>55%</td>
</tr>
<tr>
<td>9 or more</td>
<td>75%</td>
</tr>
</tbody>
</table>

The RTC shall notify Service Provider in writing of non-performance or non-timely performances and shall reasonably document all claims for liquidated damages.

D-12 FEDERAL CONDITIONS – NOT USED

D-13 PRICE ADJUSTMENT REQUESTS
Price Adjustment Requests – Based on Index:
Commencing on the Contract execution date, the Key Personnel and Support Staff hourly rates
will not be subject to change during the initial contract term. The Key Personnel and Support
Staff hourly rates may be adjusted by either party on the first date of each subsequent option year
(price adjustment period(s) or PAP), based on the percent changes (whether up or down) in the
price index specified below. Only written price adjustment requested will be accepted from the
Service Provider for each PAP. All price adjustment requests from the Service Provider,
including suitable proof, shall be submitted, at least 30 calendar days in advance in writing, to
the Regional Transportation Commission, Attn: Manager, Purchasing & Contracts, 600 South
Grand Central Parkway, Las Vegas, Nevada 89106-4512.

Timing: Price increases shall not be retroactive. A price adjustment can only occur if the Service
Provider has been notified in writing of RTC’s approval of the new adjusted price(s). The
reference months/period and indexes to be used to determine price adjustments will be between
14 months prior (using the final index) and 2 months prior (using the first-published index to the
commencement date of the new PAP, using the Price Index specified below. For example, if the
new PAP starts July 1, 2009, then the time period used to determine the price adjustment is May

Price Index to be used:
Consumer Price Index: The following Consumer Price Index (CPI) issued by the U.S. Bureau of
Labor Statistics (http://www.bls.gov) will be used as the index for calculating price adjustments:
Consumer Price Index –All Urban Consumers, Series ID: CUUR0400SA0; not seasonally
adjusted: Area: West Urban; Item: All items; Base Period: 1982-84=100.

Price Adjustment Calculations: The pricing adjustment must be calculated as follows: Index at time of calculation, divided by index twelve months prior (as described in Timing above), multiplied by current contract price, equals the adjusted new contract price.

Discontinued Price Index: Should the above-referenced price index be discontinued or otherwise no longer be published by the publishing organization, a similar index may be mutually agreed to in writing by both parties.

Miscellaneous: 
Suitable Proof: Print-out of the above-referenced index and calculated increase.

D-14 SURVIVAL

The terms and conditions of this Contract regarding confidentiality, payment, warranties, liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Contract survive and continue in effect.

D-15 ORDER OF PRECEDENCE

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

In the event of a conflict between the Contract and or the Contract Documents the following order of preference shall Prevail: (1) this Contract and the attachments thereto; (2) Request for Proposals (RFP) 20-040 and any addenda thereto; and (3) the Service Provider’s proposal in response to RFP 20-040, including its Best and Final Offer or Clarifications, if any.

SECTION E – GENERAL PROVISIONS

E-1 DISPUTES

(a) 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 Service Provider, the Service Provider shall notify the RTC of its intent to proceed further with the claim or dispute, and in response thereto, the RTC shall notify the Service Provider as to its selected forum for resolution. For any and all claims or disputes asserted by the RTC, the RTC shall notify the Service Provider 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.

(b) 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.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the RTC and the venue for purposes of any litigation or arbitration shall be in a competent jurisdiction in Clark County, Nevada. If litigation is required as a result of this Contract, the prevailing party will be entitled to its reasonable costs and attorney fees.

(d) If during the term of this Contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, the Service Provider shall immediately notify the RTC in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. The RTC shall review the cost impact of such changes, and make an equitable adjustment in compensation for an increase or decrease in time, labor, materials and fees. If any discrepancy or inconsistency shall be discovered between this Contract and any law, ordinance, regulation, order or decree, Service Provider shall immediately report the same in writing to RTC who will issue such instructions as may be necessary.

E-2 NOTICE OF DELAY

Should the timely performance of this Contract be jeopardized by the non-availability of RTC provided personnel, data, or equipment, the Service Provider immediately shall notify the RTC in writing of the facts and circumstances that are contributing to such delay however, such notice shall not relieve the Service Provider from any existing obligations regarding performance or delivery.

Upon receipt of this notification, the RTC will advise the Service Provider in writing of the action which will be taken to remedy the situation.

E-3 SUSPENSION

RTC may suspend performance by Service Provider under this Contract for such period of time as RTC, at its sole discretion, may prescribe by providing written notice to Service Provider at least 10 working days prior to the date on which RTC wishes to suspend. Upon such suspension, RTC shall pay Service Provider its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. Service Provider shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from RTC to resume performance. In the event RTC suspends performance by Service Provider for any cause other than the error or omission of the Service
Provider, for an aggregate period in excess of 30 days, Service Provider shall be entitled to an equitable adjustment of the compensation payable to Service Provider under this Contract to reimburse Service Provider for additional costs occasioned as a result of such suspension of performance by RTC based on appropriated funds and approval by the RTC.

E-4 TERMINATION FOR CONVENIENCE

The RTC shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). After receipt of a notice of termination, and except as otherwise directed by the RTC, the Service Provider shall:

(a) Stop work under said contract on the date and to the extent specified in the notice of termination;

(b) 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;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

(d) 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 Service Provider 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;

(e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts to the extent the RTC may require;

(f) Transfer title to the RTC and deliver in the manner, at the times, 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;

(g) 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 Service Provider 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 Service Provider 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;
(h) Complete performance of such part of the work as shall not have been terminated by the notice of termination;

(i) 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 Service Provider and in which the RTC has or may acquire an interest; and

(j) Shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the RTC. In the event of such termination, the RTC agrees to pay the Service Provider within 30 days after receipt of a correct, adequately documented written request approved by the RTC. The RTC’s sole liability under this paragraph is for payment of the costs for the services requested by the RTC and actually performed by the Service Provider.

Settlement of claims by the Service Provider 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.

E-5 TERMINATION FOR DEFAULT

(a) The RTC may, by written notice of default to the Service Provider, terminate this Contract in whole or in part if the Service Provider fails to:

1. Perform the services under Section C (Scope of Services), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

2. Make progress, so as to endanger performance of this Contract; or

3. Perform any of the other provisions of this Contract.

(b) The RTC’s right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Service Provider does not cure such failure within ten calendar days (or more if authorized by the RTC) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) 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 services to that so terminated. The Service Provider shall be liable to the RTC for costs associated with the termination of this Contract, the procurement of replacement services by the RTC, any excess costs of such similar supplies or services, and any increase in the total agreement costs or the hourly rate as a result of the re-procurement of services from the date of termination to the expiration date of the original Contract, and shall continue the performance of said contract to the extent not terminated under the provisions of this clause.
(d) Except as otherwise provided, settlement of claims by the Service Provider under this termination Section shall be in accordance to the provisions set forth in 48 C.F.R. Part 49, as amended from time to time.

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 calendar days following commencement thereof.

(f) The RTC retains the right to terminate for default immediately should the Service Provider fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

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

E-6 CANCELLATION OF CONTRACT

In any of the following cases, the RTC shall have the right to cancel this Contract without expense to the RTC:

(a) the Service Provider is guilty of misrepresentation;

(b) this Contract is obtained by fraud, collusion, conspiracy, or other unlawful means; or

(c) this Contract conflicts with any statutory or constitutional provision of the State of Nevada or the United States. This Section shall not be construed to limit the RTC’s right to terminate this Contract for convenience or default.

E-7 INSURANCE

The Service Provider shall procure and maintain, at its own expense, during the entire term of the Contract, the coverage(s) specified in Exhibit C.

E-8 INDEMNITY

1. INDEMNITY. SERVICE PROVIDER SHALL INDEMNIFY, HOLD HARMLESS AND, AT REGIONAL TRANSPORTATION COMMISSION’S OPTION, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO RTC) RTC, THIRD PARTY BENEFICIARIES, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, PARENT COMPANIES AND THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS, HEIRS, ADMINISTRATORS, AND PERSONAL REPRESENTATIVES (COLLECTIVELY, “RTC INDEMNITEES”) FROM AND
AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES), LAWSUITS, OTHER PROCEEDINGS, CAUSES OF ACTION, LIABILITIES, CLAIMS OF LIEN, LIENS, CIVIL OR CRIMINAL PENALTIES AND CHARGES, OTHER COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY’S AND EXPERTS’ FEES AND COSTS, WHETHER OR NOT SUIT IS FILED) (COLLECTIVELY, “ACTIONS”), CAUSED IN WHOLE OR IN PART BY, RELATES TO OR ARISES OUT OF OR IS INCIDENT TO: PROPERTY DAMAGE; PERSONAL INJURIES; EMOTIONAL OR BODILY INJURY OR DEATH; CLAIMS RESULTING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF THIS AGREEMENT; OR ANY INTENTIONAL TORTIOUS MISCONDUCT OR NEGLIGENT ACT, OMISSION OR ERROR OF THE SERVICE PROVIDER OR ANY OF THE SUB-CONSULTANTS RETAINED BY SERVICE PROVIDER OR THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OR CONDUCT OF ANY SERVICE PROVIDED UNDER THIS AGREEMENT, PROVIDED THAT THE INDEMNITY AND DEFENSE OBLIGATION OF SERVICE PROVIDER SET FORTH IN THIS SECTION 1 SHALL NOT APPLY TO CLAIMS FOR PROFESSIONAL NEGLIGENCE ACTIONS ARISING OUT OF THE SERVICE PROVIDER’S PERFORMANCE OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT, WHICH ACTIONS ARE COVERED BY SECTION 3 BELOW, AND PROVIDED FURTHER, THAT SERVICE PROVIDER SHALL NOT BE LIABLE HERUNDER TO THE EXTENT THAT THE ACTION IS CAUSED BY THE SOLE NEGLIGENCE OF THE RTC AND OR THE RTC INDEMNITEES IN ACCORDANCE WITH APPLICABLE LAW REGARDING COMPARATIVE NEGLIGENCE. SERVICE PROVIDER SHALL BE REQUIRED TO NOTIFY RTC WITHIN 48 HOURS OF BECOMING AWARE OF ANY ACTIONS THAT RESULTS FROM THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

2. MECHANIC LIEN INDEMNIFICATION. SERVICE PROVIDER SHALL INDEMNIFY, HOLD HARMLESS AND, AT RTC’S OPTION, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO RTC) THE RTC INDEMNITEES FROM ANY CLAIMS OR MECHANIC’S LIENS BROUGHT AGAINST RTC INDEMNITEES OR AGAINST THE PROJECT BY ANY OF SERVICE PROVIDER’S SUB-CONSULTANTS AS A RESULT OF THE FAILURE OF SERVICE PROVIDER, OR THOSE FOR Whose Acts IT IS RESPONSIBLE, TO PAY FOR ANY SERVICES, MATERIALS, LABOR, EQUIPMENT, TAXES OR OTHER ITEMS OR OBLIGATIONS FURNISHED OR INCURRED FOR OR IN CONNECTION WITH THE SERVICES OR THE PROJECT FOR WHICH SERVICE PROVIDER IS ACTUALLY PAID BY RTC. WITHIN THREE (3) DAYS OF RECEIVING WRITTEN NOTICE FROM RTC THAT SUCH A CLAIM OR MECHANIC’S LIEN HAS BEEN FILED, SERVICE PROVIDER SHALL COMMENCE TO TAKE THE STEPS NECESSARY TO DISCHARGE SAID CLAIM OR LIEN, INCLUDING, IF NECESSARY, THE FURNISHING OF A MECHANIC’S LIEN BOND. IF SERVICE PROVIDER FAILS TO DO SO, RTC WILL HAVE THE RIGHT TO DISCHARGE THE CLAIM OR LIEN AND HOLD SERVICE PROVIDER LIABLE FOR COSTS
AND EXPENSES INCURRED, INCLUDING ATTORNEYS’ FEES AND ANY BOND PREMIUMS.

3. PROFESSIONAL NEGLIGENCE INDEMNIFICATION. SERVICE PROVIDER SHALL REIMBURSE AND INDEMNIFY AND HOLD HARMLESS THE RTC INDEMNITEES FROM AND AGAINST ANY AND ALL ACTIONS ARISING OUT OF OR INCIDENT TO SERVICE PROVIDER’S PROFESSIONAL NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT. SERVICE PROVIDER SHALL NOT BE LIABLE HEREUNDER TO THE EXTENT THE ACTION IS CAUSED BY THE NEGLIGENCE OF THE RTC OR AN RTC INDEMNITEE. THE INDEMNIFICATION OBLIGATIONS PROVIDED BY SERVICE PROVIDER PURSUANT TO THIS AGREEMENT SHALL NOT BE CONSTRUED AS BEING FOR THE BENEFIT OF ANY CONTRACTORS, SUB-CONSULTANTS OR MATERIAL SERVICE PROVIDERS.

4. INDEMNIFICATION NOT LIMITED BY WORKER’S COMPENSATION; DISABILITY BENEFITS ACT. ANY ACTIONS BROUGHT AGAINST ANY RTC INDEMNITEE BY AN EMPLOYEE OF SERVICE PROVIDER OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE ARE INCLUDED IN THE INDEMNIFICATION OBLIGATIONS IMPOSED UPON SERVICE PROVIDER UNDER SECTION 1 ABOVE AND SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY, OR ON BEHALF OF, SERVICE PROVIDER UNDER ANY WORKER’S COMPENSATION LAWS, DISABILITY BENEFITS ACTS OR ANY OTHER EMPLOYEE BENEFIT PROVIDED BY THIS AGREEMENT OR BY LAW.

5. CORPORATE ENTITY LIABILITY. IT IS INTENDED BY THE PARTIES TO THIS AGREEMENT THAT SERVICE PROVIDER’S SERVICES AND RTC’S PERFORMANCE IN CONNECTION WITH THE PROJECT SHALL NOT SUBJECT EITHER PARTY’S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR THE RISKS ASSOCIATED WITH THIS PROJECT. THEREFORE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE PARTIES AGREE THAT ANY CLAIM, DEMAND OR SUIT SHALL BE DIRECTED AND/OR ASSERTED ONLY AGAINST RTC OR SERVICE PROVIDER, AND NOT AGAINST ANY OF THE RTC’S OR SERVICE PROVIDER’S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS. NOTWITHSTANDING THE ABOVE WAIVER, RTC SHALL BE ALLOWED TO NAME SERVICE PROVIDER’S EMPLOYEES, OFFICERS OR DIRECTORS TO THE EXTENT LIABILITY ARISES FROM AN INDIVIDUAL’S RECKLESS OR INTENTIONAL ACTS.

6. TIMING OF OBLIGATIONS. SERVICE PROVIDER’S OBLIGATIONS TO INDEMNIFY, DEFEND AND HOLD HARMLESS RTC INDEMNITEES FROM AND AGAINST ACTIONS SHALL ARISE AT THE TIME THE ACTION BECOMES KNOWN BY RTC INDEMNITEES OR SERVICE PROVIDER, WHICHEVER
CONTRACT NO. 20-040
PUBLIC BIKE SHARE OPERATIONS AND MAINTENANCE PROJECT

OCCURS SOONER.

E-9 PATENT INDEMNITY

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

E-10 SUCCESSORS AND ASSIGNS

The RTC and the Service Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party nor shall the Service Provider assign any money due or to become due without the prior written consent of the RTC, except to a financial institution authorized to do business in the state of Nevada. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-11 WAIVER

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the RTC to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the RTC to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-12 TAXES

The RTC is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 90-0036752. The Service Provider shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Service Provider shall make any and all payroll deductions required by law. The Service Provider agrees to indemnify and hold the RTC harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

E-13 COMPLIANCE WITH LAWS
(a) The Service Provider in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all Federal State and local governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

(b) If during the term of this Contract, there are any changes or new laws, ordinances, statutes, rules or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, the Service Provider shall immediately notify the RTC in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. The RTC shall review the cost impact of such changes, and make an equitable adjustment in compensation for an increase in time, labor, materials and fees, according to the procedures in Paragraph E-24, (Modification/Amendment).

(c) If any discrepancy or inconsistency shall be discovered between this Contract and any law, ordinance, regulation, order or decree, Service Provider shall immediately report the same in writing to the RTC who will issue such instructions as may be necessary.

E-14 AUDIT OF RECORDS

(a) The Service Provider agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three years after completion of this contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Service Provider goes out of existence, the Service Provider shall turn over to the RTC all of its records relating to this Contract to be retained by the RTC for the required period of time.

(b) The Service Provider agrees to permit the RTC or the RTC’s designated representative(s) to inspect and audit its records and books relative to this Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the RTC desires concerning Service Provider’s operation hereunder. The Service Provider further understands and agrees that said inspection and audit would be exercised upon written notice. If the Service Provider or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, Service Provider agrees to deliver the records and books or have the records and books delivered to the RTC or the RTC’s designated representative(s) at an address within Clark County, Nevada as designated by the RTC. If the RTC or the RTC’s designated representative(s) find that the records and books delivered by the Service Provider are incomplete, the Service Provider agrees to pay the RTC or the RTC’s representative(s)’ costs to travel (including travel, lodging, meals, and other related expenses) to the Service Provider’s offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Service
Provider further agrees to permit the RTC or the RTC’s designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the RTC.

(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 Service Provider, the Service Provider agrees that the difference shall be either: (1) repaid immediately by the Service Provider to the RTC or (2) at the RTC’s option, credited against any future billings due the Service Provider.

**E-15 INDEPENDENT CONTRACTOR**

In the performance of services under this Contract, the Service Provider, any other person employed by it, and any of its subcontractors or Service Providers shall be deemed to be an independent contractor and not an agent or employee of the RTC and they shall not be entitled to, nor will the RTC provide any of the benefits or rights afforded employees of RTC, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers’ compensation insurance benefits. The Service Provider shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The RTC shall hold the Service Provider as the sole responsible party for the performance of this Contract. The Service Provider shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Service Provider shall create a partnership, joint venture or agency with the RTC. Neither party shall have the right to obligate or bind the other party in any manner to any third party. Service Provider shall be solely responsible for, and shall indemnify, defend and hold RTC harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever. Service Provider has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the RTC.

**E-16 SUBCONSULTANTS/SUBCONTRACTORS**

The Service Provider shall submit, for review and documentation purposes, a list of any and all subconsultants/subcontractors. The Service Provider shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The Service Provider shall furnish at the RTC’s request, a copy of the Service Provider’s contract(s) with its subconsultants/subcontractors. The professional obligations of such persons shall be undertaken and performed in the interest of the RTC. All subcontracts will incorporate in full all appropriate conditions and terms as set forth in this Contract. The Service Provider will not enter into any subcontracts with any subconsultants/subcontractors not named in or pursuant to this Contract in writing, except with the prior written approval of the RTC’s PM. Any approval of a subcontract by the RTC shall not be construed as making the RTC a party to such subcontract, giving the
subconsultants/subcontractors privity of contract with the RTC, or subjecting the RTC to liability of any kind to any subconsultants/subcontractors.

E-17 FLOWDOWN

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

E-18 UNAUTHORIZED ALIENS

In accordance with the Immigration Reform and Control Act of 1986, the Service Provider agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-19 DISCRIMINATION

Service Provider acknowledges that the RTC has an obligation to ensure that public funds are not used to subsidize private discrimination. Service Provider recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or Service Provider due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, the RTC may declare the Service Provider in breach of the Contract, terminate the Contract, and designate the Service Provider as non-responsible.

E-20 FORCE MAJEURE

The Service Provider shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Service Provider. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) civil disturbances, or (7) unusually severe weather; but does not include labor related incidents, such as strikes or work stoppages. The time of performance of the Service Provider’s obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 calendar days, the RTC may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-4 (Termination for Convenience).

E-21 MATERIALS, INFORMATION AND DOCUMENTS

All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Service Provider for RTC relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by Service Provider to parties other than RTC shall become the property of RTC and shall be delivered to RTC’s representative upon completion or termination of this Contract, whichever comes first. Service Provider shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project.
conducted by RTC. RTC shall have the right to reproduce all documentation supplied pursuant to this Contract.

E-22 QUALITY OF SERVICES

(a) The Service Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the Service Provider, its subcontractors and its principals, officers, employees and agents under this Contract. In performing the specified services, Service Provider shall follow practices consistent with generally accepted professional and technical standards.

(b) It shall be the duty of the Service Provider to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations.

(c) The Service Provider shall, without additional compensation, correct or revise any deficiencies, errors or omissions caused by the Service Provider in its analysis, reports, and services. It is also understood and agreed by both parties that if any error is found, the Service Provider will expeditiously make the necessary correction, at no expense to the RTC, except when such error is the cause of the RTC.

(d) Service Provider will not produce a work product which violates or infringes on any copyright or patent rights. The Service Provider shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the RTC of any products or services furnished by Service Provider shall not in any way relieve the Service Provider of responsibility for the professional and technical accuracy and adequacy of its work. RTC’s review, approval, acceptance, or payment for any of Service Provider's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Service Provider shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to RTC caused by Service Provider's performance or failures to perform under this Contract.

E-23 ASSUMPTION OF RISK

Any services performed by the Service Provider under this Contract which require prior review and approval by the RTC shall be at the sole risk and expense of the Service Provider if such prior review and approval by the RTC is not obtained.

E-24 RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE

When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until it receives such assurance may, if commercially reasonable, suspend any performance for which it has not already received the agreed return. Acceptance of any improper delivery or payment does not prejudice the aggrieved party’s right to demand adequate assurance of proper performance.
After receipt of a justified demand, failure to provide within a reasonable time not exceeding thirty calendar days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of the Contract.

E-25 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.

E-26 CONFORMING SERVICES

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Service Provider shall furnish the RTC with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-27 MODIFICATION/AMENDMENT

(a) Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, the RTC reserves the right to request modification at any time to the (1) scope, complexity, character, frequency of the services to be performed; (2) Conditions under which the work is required to be performed; such as a change in standards or a change in available base data which would require additional work; (3) duration of work if the time period for completion of services warrants such an adjustment; or (4) estimated quantities or the timing of the Service Provider’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. This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. No services for which an additional compensation will be charged by the Service Provider shall be furnished without the written authorization of the RTC. Any other attempt to modify or amend this Contract shall be null and void and may not be relied upon by either party.

(b) Oral change orders will not be permitted. The Service Provider 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.

(c) Within seven calendar days after receipt of the written change order to modify the contract, the Service Provider shall submit to the RTC a detailed price and schedule proposal for the work to be performed or goods provided.
(d) This proposal shall be subject to negotiations between the Service Provider 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 procedures specified in Paragraph E-1 (Disputes).

E-28 ENTIRE CONTRACT

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

E-29 SECTION AND PARAGRAPH HEADINGS

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.

E-30 CONFLICT OF INTEREST

(a) An official of the RTC, who is authorized in such capacity and on behalf of the RTC to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the RTC, who is authorized in such capacity and on behalf of the RTC to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the RTC relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the RTC may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Service Provider warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the RTC shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

(d) In the event this Contract is terminated as provided for in this Section, the RTC shall be
entitled:

1. To pursue the same remedies against the Service Provider as it could pursue in the event of a breach of this Contract by the Service Provider; and

2. As a penalty, in addition to any other damages to which the RTC may be entitled by law, to exemplary damages in an amount as determined by the RTC which shall not be less than three nor more than ten times the costs incurred by the Service Provider in providing any such gratuities to any such officer or employee.

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

E-31 PUBLIC RECORDS

The RTC is a commission as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). All of the RTC’s Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal (if applicable) are deemed to be public records.

E-32 CONFIDENTIALITY

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Service Provider is confidential and privileged. The Service Provider shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the RTC. The Service Provider shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the RTC is obtained. Upon request by the RTC, The Service Provider shall promptly return to the RTC all confidential information supplied by the RTC, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the RTC, then in the public domain; (ii) the information is known to the Service Provider prior to obtaining the same from the RTC; (iii) the information is obtained by the Service Provider from a third party who did not receive the same directly or indirectly from the RTC; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Service Provider shall notify the RTC. In such event the RTC, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.
**E-33 MARKETING RESTRICTIONS**

The Service Provider may not publish or sell any information from or about this Contract without the prior written consent of the RTC. This restriction does not apply to the use of the RTC’s name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Service Provider or its services.

**E-34 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 services to be rendered if the RTC determines that such action is in the RTC’s best interest, or that there will be a lack of funding available for the service. In such event, the RTC will notify the Service Provider in writing in 30 calendar days in advance of the date such cancellation or reduction is to be effective.

**E-35 CHANGES-FIXED PRICE SERVICES**

(a) The RTC may at any time, by written order, 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. Description of services to be performed.

2. Time of performance (i.e., hours of the day, days of the week, etc.).

3. Place of performance of the services.

(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 RTC shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Service Provider 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 RTC decides that the facts justify, the RTC may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Service Provider’s proposal includes the cost of property made obsolete or excess by the change, the RTC 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 Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Service Provider from proceeding with the Contract as changed.

The Service Provider shall provide current, complete, and accurate documentation to the RTC in support of any equitable adjustment. Failure to provide adequate documentation, within a
reasonable time after a request from the RTC, will be deemed a waiver of the Service Provider’s right to dispute the equitable adjustment proposed by the RTC, where such equitable adjustment has a reasonable basis at the time it is determined by the RTC.

SECTION F – LIST OF ATTACHMENTS/EXHIBITS

The following attachments are hereby incorporated into this Contract:

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<th>Identifier</th>
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<td>Exhibit C</td>
<td>Insurance</td>
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IN WITNESS WHEREOF, the individuals who have affixed their signatures below certify and attest each is empowered to execute this Contract and act on behalf of and bind the party in whose name this Contract is executed the day and year first written above.

BICYCLE TRANSIT SYSTEMS, INC. 

By: ALISON COHEN 
CEO 

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA 

By: LAWRENCE L. BROWN III 
Chairman 

APPROVED AS TO FORM: 

By: MARIN DUBOIS 
Management Analyst 

ATTEST: 

By: 

EXHIBIT A – SCOPE OF SERVICES

SCOPE OF WORK

The Regional Transportation Commission of Southern Nevada (RTC) is currently operating an automated on-demand Public Bike Share System in the downtown Las Vegas area. The system includes operating an initial fleet of approximately 180 traditional bicycles and 20 electric bicycles, which may be taken from one bike share station and returned to another in a network of approximately 20 stations. This solicitation is for the procurement of a qualified System Operator to successfully manage the operation and maintenance of the Public Bike Share System.

BCycle, will be responsible for supplying and delivering spare parts for all stations, bicycles, related equipment, and system software including all related mobile and remote software applications and supporting databases.

Project Details

1. General Description

The Public Bike Share System allows users to rent bicycles by either walk-up registration at station kiosks or by registering for a membership online on the system website. Walk-up users include visitors, residents, and commuters. All stations enable walk-up users to register, submit credit card data or other potential fare media, and execute a user agreement. The user interface is available and visible 24-hours per day, 7 days a week.

Responsibilities

1. The System Operator is expected to have a thorough understanding of how to operate and maintain the Public Bike Share System
2. Provide maintenance for the Public Bike Share System
3. Provide Customer Service to patrons of the Public Bike Share System
4. Operate the Public Bike Share System
5. Market the Public Bike Share System
6. Maintain a web site and social media for the Public Bike Share System

2. Public Bike Share System Operational Knowledge

The System Operator shall have a thorough understanding and prior experience with at least one Public Bike Share System. This includes operations and maintenance of systems of similar or larger size within the United States of America within the last five years.

3. System Maintenance

The System Operator shall be solely responsible for the maintenance of the Public Bike Share System. Such maintenance shall include, but is not limited to, inspecting, repairing and cleaning the docking station structures (including bicycles, docks, information panels, solar panels, and
kiosks) on a regular basis. See ATTACHMENT 4 - TECHNICAL RESPONSE DOCUMENT for more information. This maintenance will also include producing, updating and maintaining all system maps, information panels, and advertising locations on bicycles, docks, kiosks and other pieces of the Public Bike Share System. See Definition section in Sample Contract. The Operator shall also be responsible for ensuring that all Stations are well maintained, appear in good working order and free of graffiti and/or stickers. Prompt repairs and preventive care is required to ensure users have access to and beneficial use of the Public Bike Share System at all times. See ATTACHMENT 4 - TECHNICAL RESPONSE DOCUMENT for more information.

Back-end operations, maintenance crews, and customer service teams shall ensure that the bicycles are properly distributed throughout the system at all times and kept in good working condition. Bicycles shall be inspected regularly, at least once per week and a full bicycle fleet inspection shall be completed every year. The Operator shall work with the Equipment Provider to ensure that software and customer interface platforms (i.e., website, kiosk, mobile application) function at all times.

4. **Customer Service**

The System Operator shall be solely responsible for addressing all customer needs within a defined time period. See ATTACHMENT 4 - TECHNICAL RESPONSE DOCUMENT for more details. All stations and bicycles shall contain a highly visible telephone number, text number and email address to which the public may direct questions, complaints and comments regarding the service provided. The Operator will be responsible for establishing a call center/customer service center where live help shall be provided 24 hours a day 7 days a week. Locally based call center staff is preferred. The Operator shall log complaints and respond in a timely manner. See ATTACHMENT 4 - TECHNICAL RESPONSE DOCUMENT for more information. The Operator shall maintain a service call log and complaints reports to the RTC so that it can track and report the outcomes to the general public. See ATTACHMENT 4 - TECHNICAL RESPONSE DOCUMENT for more information.

5. **Operations**

The Public Bike Share System shall be operated to the following standards:

a. The Operator shall develop, operate and maintain all aspects of the Public Bike Share System at agreed upon levels throughout the term of the contract. See ATTACHMENT 4 - TECHNICAL RESPONSE DOCUMENT for more information.

b. The Operator shall list all staffing requirements in ATTACHMENT 4 - TECHNICAL RESPONSE DOCUMENT.

c. All information, including financial records and payment invoices, as well as systems and facilities are subject to RTC review and inspection throughout the term of the contract. Upon request, the System Operator shall provide management data to RTC for its use and information.

d. At RTC’s request, the System Operator will relocate stations, coordinating with the RTC, City of Las Vegas, utility companies, and other stakeholders as necessary to complete the work in an agreed upon timeframe.

e. Subject to approval by the RTC, the System Operator shall develop and abide by a Maintenance Plan. See APPENDIX C – SYSTEM MAINTENANCE
REQUIREMENTS to ensure that all Bicycles, Stations, Kiosks, and Docks are maintained in a state of good repair.

f. Maintenance teams shall record all maintenance, cleaning and repair activities. The System Operator shall provide a monthly report that aggregates and describes all maintenance, cleaning and repair activities provided during the reporting period.

g. The System Operator shall be responsible for locating and retrieving Bicycles that are not returned within 24 hours.

h. At the request of the RTC, the Maintenance Plan(s) may be altered at any time to ensure adequate maintenance of all System equipment. See APPENDIX C – SYSTEM MAINTENANCE REQUIREMENTS.

5.1 Membership
Respondents are encouraged to submit plans for types of membership or user participation, including those that differ from existing models. Examples could be bundled memberships with monthly transit passes. RTC uses a mobile ticketing and fare collection system technology for payment of transit services. The System Operator is expected to work with the RTC and the Equipment Provider to integrate this payment technology.

5.2 User Fees
The system will be designed to automatically complete financial transactions made online, using the mobile application, and at Stations. RTC expects the Public Bike Share System to be self-supporting over time. Respondents are encouraged to submit at least two proposed fare structures that will meet the following goals:
   a. Provide a simple, easy to understand system for all users.
   b. Allow equitable access for users of varying income levels.
   c. Reflect the true value of the system to users.
   d. Generate sufficient revenue to sustain the system long term.
   e. Promote the use of bicycles for short trips.

5.3 Financial Transactions
The System Operator shall be required to process and handle all payments, fees, penalties, or other monetary transactions made by users of the system. The System Operator will be required to submit financial transaction reports monthly with invoicing as a basis for payment. The RTC shall have the right to review and audit the backend system at any time.

The System Operator shall adhere to industry standards for data security and to safeguard financial and personal data of all participants. RTC shall not be liable for any data breaches throughout the duration of the contract.

5.4 Revenues
All revenues that Bike Transit collects through the website and at kiosks will be subject to various credit card and bank processing fees. Bike Transit would like to clarify that If the net monthly revenue is less than the monthly cost, the RTC will pay the Operator the difference. If the net monthly revenue is greater than the monthly cost, the parties will
track the revenue overage and apply appropriate credit to months with revenue deficits.

Further, Bike Transit wants to expressly state in the contract that membership, ridership and all other revenues it collects, whether retained for cost coverage or not, represent sales by RTC which operator is collecting on RTC’s behalf, and as such, those revenues are not subject to sales tax assessments. The RTC finance department will create a process for receiving these reports and coordinate the process with the Operator. The revenue used in the monthly and annual revenue calculation will be net of credit card processing fees.

### 5.5 Data Management – REPORTING REQUIREMENTS

The System Operator shall provide the RTC with weekly data regarding the performance of the Public Bike Share System. The System Operator is expected to provide current performance measures on a real-time basis at the request of the RTC or its representatives. The System Operator will work with the RTC, and the Equipment Provider to tailor all reports on the backend system and push information to the user interface. The System Operator shall prepare weekly, monthly, quarterly and yearly reports on a series of agreed-upon metrics and shall outline plans for system improvements based on the results of these reports. See [APPENDIX B- PROPOSED REPORTING REQUIREMENTS](#). A preliminary list of required metrics and reporting frequency can be found in [APPENDIX B- PROPOSED REPORTING REQUIREMENTS](#). RTC will not be liable for any data breaches throughout the duration of the contract.

The Operator is expected to provide program data on their website and mobile applications that are available to the public, and shall include at minimum, information regarding ridership, fleet performance and safety, customer service, and membership. The use of free and open Application Programing Interface (API) platforms to stream live system usage data is mandatory. The ability to share data on measurable outcomes, such as health impacts, cost savings, environmental benefits, and related data with the public is important to the RTC to illustrate the return on investment for the use of public property and funds.

### 6. Marketing

The System Operator shall provide the following related to the marketing of the program:

- Host and maintain the BCycle website which provides an interface where customers may learn about and sign-up for the program and provides service updates;
- Develop content for the BCycle system website. (Must be fluent in the Sitefinity platform);
- Develop a targeted and well-designed marketing and PR program that generates enthusiasm prior to system launch and has ongoing elements with a modern theme;
- Develop and create a social media campaign (e.g., Twitter, Facebook, etc.) to keep members abreast of day-to-day happenings and special communications;
- Maintain an FAQ and provide royalty-free photos of the system on the website for use by the media;
- Conduct semi-annual market research/customer surveys to collect demographic data of
users, usage characteristics, and feedback on customer experience;
g. Develop a satisfactory public relations emergency response plan to address a fatality or serious injury.

The above noted requirements shall be performed throughout the duration of this contract.

Refer to ATTACHMENT 4 – TECHNICAL RESPONSE DOCUMENT for more details on what is expected.

7. Social Equity
   While the RTC’s initial deployment is in the downtown area of Las Vegas, the RTC intends to expand the Public Bike Share System into demographically diverse portions of the community. The System Operator shall work with the RTC and Equipment Provider to develop strategies to maximize the accessibility to the system to all residents while balancing the costs and revenues to remain financially sustainable. This shall include strategies for increasing participation by under-represented populations, including, women, older adults, people of color, low-income households while also reducing barriers associated with credit cards.

8. Ownership
   The Public Bike Share System, including the stations, kiosks, informational panels, bicycles, tool kits, and other equipment supplied by the Equipment Provider to the RTC shall remain the property of the RTC. Membership and all program data shall remain the property of the RTC, and operator shall relinquish all rights to such data at contract termination. All tools, rebalancing and maintenance equipment shall be the property of the System Operator. The Equipment Provider will serve as RTC and the System Operator’s agent for procuring required parts and proprietary tools needed for upkeep of the Public Bike Share System.

9. Service Vehicles
   Any vehicle used by the System Operator for the execution of tasks under this contract, including station relocation, bicycle rebalancing, maintenance and operation of the Public Bike Share System, shall be the property and responsibility of the System Operator. Service vehicles must be adequately insured in accordance with the RTC Certificate of Insurance requirements. All vehicles shall be kept clean, well maintained, and in good working order to be safely operated and well representative of the program. All vehicles shall be registered in the State of Nevada.

10. Hours and Location of Work
   The Public Bike Share System is expected to be fully operational and available to the public, 24 hours per day and 365 days per year. All routine maintenance and operations activities shall occur within the RTC Service Area. While not required, it is highly desired that all call center operations are based in Clark County, Nevada. Respondent’s cost proposals shall be based on locally sourced call center operations.

11. Key Performance Indicators
   The contract resulting from this RFP shall include key performance indicators for the project, including but not limited to:
1. Station Cleaning and Inspection
2. Graffiti Removal
3. Litter Removal
4. Bicycle Maintenance
5. Station Deactivation and De-Installation
6. Equipment Functionality
7. Station Operability
8. Website Operations
9. Telephone Answering Time
10. Email Response Time
11. Bicycle Availability
12. Rebalancing

TECHNICAL RESPONSE DOCUMENT- IN PROPOSAL
APPENDIX A – SERVICE AREA
APPENDIX B – PROPOSED REPORTING REQUIREMENTS

For each active station in the system, the following data should be provided from the System Operator to the RTC on a weekly, monthly, quarterly and yearly basis. Reporting timeframe will be included as part of contract negotiations.

Station Number or Identifier
  • Station Name
  • Station Address
  • Station Coordinates (Latitude / Longitude)
  • Station Payment Terminal Availability (Does the station have the ability to process credit/debit cards?)
  • Station Terminal Availability (Is the station terminal working)
  • Installed Date
  • Station Status (Open / Closed)
  • Station Docks Total
  • Station Docks Available
  • Bicycles Currently Available
  • Broken Bicycle at station (If any)
  • Last communication with Central Computer System.
  • Last update from Station.

Ridership
  • Rides per bike per month
  • Number of trips per Month
  • Trip Origin/Destination by Station
  • Number of Trips per Time Interval
    i. 0-30 mins
    ii. 30-60 mins
    iii. 60-90 mins
    iv. 90-120 mins
    v. 120 mins and up
  • Miles Travelled per Month
  • CO2 emissions prevented (in lbs. per user per month)

Fleet Performance and Safety
  • Bicycles in Service
  • Fleet Maintenance (Number of Bikes Inspected/Repaired) per Month
  • Bicycles Damaged per Month

Membership/Pass Status
  • Total Number of Users
  • New Members

Customer Service Data
  • Stations Full or Empty - Number of Instances
  • Stations Full or Empty - Time Interval
  • Stations Full or Empty - Percentage of Instances per Time Interval
  • Stations Full - Instances of Additional Time Granted
  • Stations Full - Total Number of Extra Minutes Granted
• Rebalancing - Number of Times Bicycles Picked up and dropped off at Stations
• Customer Service Calls - Number of Incoming Calls and Lost Calls

Trip Duration Data
• Trip / record identifier
• Start date & time
• End date & time
• Start station location
• End station location
• Bike number
• Membership / user type
APPENDIX C – SYSTEM MAINTENANCE REQUIREMENTS

Provide ongoing Equipment inspection, maintenance and cleaning including annual overhaul of all equipment; use most environmentally friendly cleaning solutions when cleaning required. Work must be in compliance with manufacturer’s requirements, warranties, and recommendations for assembly, maintenance, storage, repair and replacement of all Equipment.

Provide the following services at least twice monthly:

- Ride each bicycle;
- Inspect drive chain for proper functioning and lubrication;
- Inspect cranks/pedals for tightness and ease of use;
- Inspect tires for proper inflation, defects, and wear;
- Ensure proper working order of brakes; adequate pull – Front / Rear;
- Inspect saddle for proper tightness, excessive wear, and deterioration;
- Inspect shifters for proper functioning;
- Inspect lights for proper functioning;
- Inspect handlebar grips for wear and sticky surface;
- Inspect fenders and chain guard for proper functioning, defects, and wear;
- Ensure that the basket and bell are properly attached and functioning;
- Inspect advertisements and labels/stickers;
- Inspect ad panels/skirt guards/ handlebar shroud.

Provide the following services at least one time per year and on an as needed basis:

- Remove and clean entire drive train;
- Inspect and adjust tension, and true wheels;
- Inspect tires for excessive wear, dry rot, defects, and replace inner tubes and tires if worn beyond 50% tread life;
- Inspect hubs for proper functioning;
- Inspect/repair brakes if needed;
- Remove any graffiti or soiling of equipment within twenty four (24) hours of discovery;
- Clean/remove any stickers and/or standard ink/paint;
- Repair any damaged or malfunctioning docking station to make functioning within twenty four (24) hours of discovery, or contact Project Manager if repair is expected to require more time;
- Maintain accurate and up to date inventory of all Equipment including serial numbers.
### APPENDIX D – KEY PERFORMANCE INDICATORS AND LIQUIDATED DAMAGES

<table>
<thead>
<tr>
<th>Performance Indicator</th>
<th>Description</th>
<th>Minimum Performance Standard</th>
<th>Reporting Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stations Full or Empty</td>
<td>Percent of time that stations are either full or empty between 7AM and 10PM should be less than 6.5%</td>
<td>Less than 6.5%</td>
<td>Monthly</td>
</tr>
<tr>
<td>Bikes in Good Repair</td>
<td>Percent of bikes in good repair and in the system should be greater than 85%</td>
<td>Greater than 85%</td>
<td>Monthly</td>
</tr>
<tr>
<td>Station in Good Repair</td>
<td>Each Bike Share station will be check at least once per week or on an as needed basis for proper operation. See below for typical weekly and annual check items.</td>
<td>Greater than 95%</td>
<td>Monthly</td>
</tr>
<tr>
<td>Station Cleanliness</td>
<td>Each month every station will be cleaned a minimum of twice per calendar month</td>
<td>Greater than 95%</td>
<td>Monthly</td>
</tr>
<tr>
<td>Bicycle safety Checks</td>
<td>Each bicycle will be inspected at least once every month in accordance with Bcycle recommendations. See below for typically monthly check items</td>
<td>Greater than 95%</td>
<td>Monthly</td>
</tr>
<tr>
<td>Notification Response</td>
<td>Any issue from RTC will be addressed with 48 hours of notification</td>
<td>Greater than 95%</td>
<td>Monthly</td>
</tr>
<tr>
<td>Average Answer Time</td>
<td>Customer calls should be answered by a customer service representative, on average within 45 seconds between 7am and 10PM</td>
<td>90% of calls answered in less than 45 seconds</td>
<td>Monthly</td>
</tr>
<tr>
<td>Percentage of Email answered within 24 hours</td>
<td>Customer emails to designated email addresses shall be answered within 24 hours</td>
<td>Greater than 95%</td>
<td>Monthly</td>
</tr>
<tr>
<td>Percentage of First call Issues resolved</td>
<td>Percentage of issues resolved during the first call made regarding an issue</td>
<td>Greater than 70%</td>
<td>Monthly</td>
</tr>
<tr>
<td>Percent of Calls Answered</td>
<td>The percent of customer calls answered by a customer service representative between 7AM and 10PM</td>
<td>Greater than 95%</td>
<td>Monthly</td>
</tr>
<tr>
<td>Annual Bicycle Refurbishment</td>
<td>Annually each bike will be refurbished including branding on an as needed basis. See below for typical annual maintenance items</td>
<td>100%</td>
<td>Annually</td>
</tr>
</tbody>
</table>

- Following are sample actions for the monthly bike inspections, with each inspection recorded in our backend database:
  - Inspect bike for damage.
  - Inspect handlebars for alignment and rotation.
  - Check wheels for broken spokes, tightness and rotation.
Check tires for pressure and tread wear.
- Check saddle for alignment, tightness and tears in cover.
- Check front and rear lights for proper operation.
- Check drivetrain for pedal tightness and crank operation.
- Check brake and shift controls for proper operation and safety.
- Inspect shroud and fender skirts for damage.
- Check kickstand for operation and tightness.

Annual bike refurbishments include a more detailed checkup in the warehouse. Depending on the condition and usage of the bikes, it may include the above-mentioned tasks as well as:
- Complete inspection of bike operation.
- Chain replacement.
- Replacement of damaged or faded decals.
- Rear hub servicing.
- Brake and/or shift cable and housing replacement.
- Wheel truing and spoke tensioning.
- Bottom bracket inspection and replacement.
- Tire and tube replacement.

Weekly station checks include:
- Checking that the touch screen is fully functional.
- Checking operation of credit card reader.
- Checking that the station environment is clear of dangerous debris.
- Station cleanliness.
- Map and advertising panels clean and visible, with materials in good condition.

Station Maintenance annually or as needed:
- Adjust solar panel for maximum solar exposure.
- Reimage PC as needed.
- Update of map or poster.
- Replacement of station components.
  - PC.
  - Modem.
  - Circuit board in kiosk and dock.
  - Software updates.

Failure to Meet Required Performance Levels
Should Bicycle Transit fail to meet the performance levels, liquidated damages may be assessed as a portion of the monthly Management Fee according to the table below:

<table>
<thead>
<tr>
<th>No. of Performance Levels not achieved in a month</th>
<th>Portion of Management Fee as liquidated damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>15%</td>
</tr>
<tr>
<td>4-6</td>
<td>35%</td>
</tr>
<tr>
<td>7-8</td>
<td>55%</td>
</tr>
<tr>
<td>9 or more</td>
<td>75%</td>
</tr>
</tbody>
</table>
EXHIBIT B – PRICE/COST/DELIVERABLES

The not-to-exceed budget for all services, for the base term of this contract shall be $670,970.00. All costs associated with this contract and any other costs must come in, at, or under the budget amount.

<table>
<thead>
<tr>
<th>BASE Price Proposal - 200-249 Bikes System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
</tr>
<tr>
<td>Monthly (Year 1)</td>
</tr>
<tr>
<td>Annual (Year 1)</td>
</tr>
<tr>
<td>Annual (Year 2)</td>
</tr>
<tr>
<td>Annual (Year 3)</td>
</tr>
<tr>
<td>Annual (Year 4)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ALTERNATE Price Proposal - 250-299 Bikes System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
</tr>
<tr>
<td>Monthly (Year 1)</td>
</tr>
<tr>
<td>Annual (Year 1)</td>
</tr>
<tr>
<td>Annual (Year 2)</td>
</tr>
<tr>
<td>Annual (Year 3)</td>
</tr>
<tr>
<td>Annual (Year 4)</td>
</tr>
</tbody>
</table>

** The amount includes one-time launch cost of $15,714
EXHIBIT C - INSURANCE REQUIREMENTS

1. Format/Time: The Service Provider 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 ten 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, with a Financial Strength of 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 Service Providers’ insurance shall be primary as respects the RTC, its officers and employees.

4. Endorsement/Cancellation: The Service Providers’ general liability insurance policy shall be endorsed to recognize specifically the Service Providers’ 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 $50,000.

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 Service Provider 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 Service Provider 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 Service Provider and any auto used for the performance of services under this Contract. 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 Service Provider 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 Service Provider that is a sole proprietor shall be required to submit an affidavit (sample attached) indicating that the Service Provider 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. Professional Liability: The Service Provider shall maintain limits of no less than $1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.

11. Failure To Maintain Coverage: If the Service Provider fails to maintain any of the insurance coverages required herein, RTC may withhold payment, order the Service Provider to stop the work, declare the Service Provider 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 Service Provider or deduct the amount paid from any sums due the Service Provider under this Contract.

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

13. Damages: The Service Provider 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 Service Provider its subcontractors or anyone employed, directed or supervised by Service Provider.

14. Cost: The Service Provider 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 RTC’s third party insurance compliance tracking service provider, Insurance Tracking Services, Inc., certcontrol@instracking.com and cc the designated Purchasing Representative.

16. Insurance Form Instructions: The following information must be filled in by the Service Provider’s Insurance Service Provider representative:

- Insurance Broker’s name, complete address, telephone and fax numbers
- Service Provider’s name, complete address, telephone and fax numbers
- Insurance Service Provider’s Best Key Rating
- Commercial General Liability (Per Occurrence)
  - Policy Number
  - Policy Effective Date
  - Policy Expiration Date
  - General Aggregate ($2,000,000)
  - Products-Completed Operations Aggregate ($2,000,000)
Personal & Advertising Injury ($1,000,000)
Each Occurrence ($1,000,000)
Fire Damage ($50,000)
Medical Expenses ($5,000) - WAIVED

- Automobile Liability (Any Auto)
  Policy Number
  Policy Effective Date
  Policy Expiration Date
  Combined Single Limit ($1,000,000)

- Worker’s Compensation
  Deductible
  Policy Number
  Policy Effective Date
  Policy Expiration Date
  WC Statutory Limits
  Employer’s Liability Each Accident ($1,000,000)
  Employer’s Liability Disease – Each Employee ($1,000,000)
  Employer’s Liability Disease – Policy Limit ($1,000,000)

- Professional Liability
  Deductible
  Policy Number
  Policy Effective Date
  Policy Expiration Date
  Limit

- Description:  **Contract No. 20-040; Project Title: PUBLIC BIKE SHARE OPERATIONS AND MAINTENANCE**  (must be identified on the initial insurance form and each renewal form).

Certificate Holder:
Regional Transportation Commission of Southern Nevada, its officers, employees, and agents
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 198
Long Beach, CA  90801-0198

The Certificate Holder, Regional Transportation Commission of Southern Nevada, must be named as an additional insured.

**The RTC requires that all endorsements accompany the certificates when emailed to the Purchasing Representative specified above.**
Event Information
Number: RTCSNV 20-040
Title: PUBLIC BIKE SHARE OPERATIONS & MAINTENANCE PROJECT
Type: Request for Proposal
Issue Date: 5/15/2020
Deadline: 6/11/2020 03:00 PM (PT)
Notes: It is the intent of this formal Request for Proposals (RFP) to receive Proposals from qualified Proponent for the procurement of a qualified System Operator to successfully manage the implementation, operation and maintenance of the Public Bike Share System. The Regional Transportation Commission of Southern Nevada (RTC) is currently operating an automated on-demand Public Bike Share System in the downtown Las Vegas area. The system includes operating a fleet of approximately 180 traditional bicycles and 20 electric bicycles, which may be taken from one bike share station and returned to another in a network of approximately 20 stations. This solicitation is for the procurement of a qualified System Operator to successfully manage the operation and maintenance of the Public Bike Share System.

Contact Information
Contact: Tonita Brown
Address: Purchasing & Contracts
600 S. Grand Central Parkway
Suite 350
Las Vegas, NV 89106-4512
Phone: 1 (702) 676-1507
Fax: 1 (702) 676-1518
Email: brownt@rtcsnv.com
By selecting the "Submit Response" button, you are signing this Bid/Proposal document electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Bid/Proposal document. By selecting “Submit Response” you consent to be legally bound by this Bid/Proposal’s terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action constitutes your signature acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your digital signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your digital signature or any resulting contract between you and the Regional Transportation Commission of Southern Nevada (RTCSNV). You also represent that you are authorized to enter into this Bid/Proposal for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Bid/Proposal.

Alison Cohen  
Signature  
acohen@bicycletransit.com  
Email  
Submitted at 6/10/2020 9:20:55 PM

Requested Attachments

RFP Proposal Upload  
FINAL SUBMISSION Las Vegas Bike Share RFP.pdf

Price Proposal  
Fee Proposal RTC RFP No. 20-040.pdf

The Proponent shall submit proposed pricing to provide the products/services for the work described in the Draft Scope of Services. The Fee Proposal shall be marked “Fee Proposal RTC RFP No. 20-040.”

Bid Attributes

1 Addenda Acknowledgement - Proposal  
Prior to the Proposal Deadline, the RTC will post any Addenda on the NGEM website. The Prospective Proponent bears the responsibility for verifying the number of addenda issued by the RTC before the due date and time and for ascertaining they have received all the addenda issued on the solicitation. The Proponent hereby acknowledges that it has ascertained the number of Addenda, if any, which have been issued by the RTC and for obtaining a copy of such Addenda prior to the submission of the Proposal.

Acknowledged

2 Certificate of Insurance  
Proponent acknowledges that, upon selection of contract award, Proponent can comply with the requirements of the Certificate of Insurance as stated in the sample contract.

Yes, I can
REQUEST FOR PROPOSALS (RFP) NO. 20-040
PUBLIC BIKE SHARE SYSTEM - OPERATIONS AND MAINTENANCE
June 11, 2020

Tonita Brown
RTC of Southern Nevada
600 S. Grand Central Parkway
Las Vegas, NV 89106

RE: RTC of Southern Nevada
Request for Proposals (RFP) No. 20-040
Public Bike Share System – Operations and Maintenance

Dear Ms. Brown:

Bicycle Transit Systems, Inc. (Bike Transit) is pleased to submit this proposal for the Operation and Maintenance of a Public Bike Share System in the City of Las Vegas as prime contractor to RTC to operate and maintain the bike share system. We have reviewed your Request for Proposals and believe we present the operations team that will best serve Las Vegas with the highest level of operations, customer service and marketing for bike share. In addition, we have a pre-existing strong relationship with BCycle, the chosen equipment provider, and a deep understanding of their equipment and software system backend. Bike Transit will help make Las Vegas’ bike share system world-class.

Following is relevant information about Bike Transit. No subcontractors are currently proposed.
Bicycle Transit Systems, Inc.
1330 North Fifth Street
Philadelphia, PA 19122
Phone: 267.428.2453
Fax: 267.200.0417
Tax ID: 46-3871132

We have received Addendum No. 1 to the original RFP. This proposal shall remain valid for a period of 90 calendar days from the date of submittal. Following this letter is a copy of our current business license.

Thank you for your consideration of our proposal, and we look forward to hearing from you.

Sincerely,

Alison M. Cohen, President and CEO
Bicycle Transit Systems, Inc.
BUSINESS LICENSE
City of Las Vegas | Las Vegas, Nevada

IN ACCORDANCE WITH THE PROVISIONS OF THE LAS VEGAS MUNICIPAL CODE, AS AMENDED, LICENSE IS HEREBY GRANTED TO OPERATE THE BUSINESS REFERENCED BELOW.

LICENSE #: G64-05299
RENEWAL DATE: 07/01/2019
EXPIRATION DATE: 01/01/2020

TYPE OF LICENSE: R60 - REPAIR AND MAINTENANCE
BICYCLE SHARE SYSTEM MAINTENANCE

BUSINESS LOCATION: 1330 N 5TH ST

ISSUED TO:

BICYCLE TRANSIT SYSTEMS, INC.
1330 N. 5TH STREET
PHILADELPHIA, PA 19122

Failure to maintain an active state license or SNHD health permit, if required, renders this business license invalid.
Post in a conspicuous place.

Deputy Director, Planning Department
2. EXCEPTIONS TO STANDARD CONTRACT TERMS

Section D-6: Warranty
Bike Transit would like to clarify that as operator it does not warrant the bikeshare equipment. That warranty should be required from the equipment provider. Bike Transit will warrant all products and services that it provides.

Section E-7: Insurance
Exhibit C: Insurance Requirements
#5. Bike Transit would like to increase deductible option to $50,000 from the $25,000 currently proposed.

#16. The requirements include $5,000 MED PAY under General Liability. Bike Transit’s policy excludes MED PAY as the Company must be at fault before paying a claim.

Section E-8: Indemnification
5. Corporate Entity Liability. Bike Transit would like to delete “Notwithstanding the above waiver, RTC shall be allowed to name Company’s employees, officers or directors to the extent liability arises from an individual’s reckless or intentional acts.”

Attachment 2: Draft Scope of Work
Section 5.4: Revenues
All revenues that Bike Transit collects though the website and at kiosks will be subject to various credit card and bank processing fees. Bike Transit would like to clarify that if the net monthly revenue is less than the monthly cost, the RTC will pay the Operator the difference. If the net monthly revenue is greater than the monthly cost, the parties will track the revenue overage and apply appropriate credit to months with revenue deficits.

Further, Bike Transit wants to expressly state in the contract that membership, ridership and all other revenues it collects, whether retained for cost coverage or not, represent sales by RTC which operator is collecting on RTC’s behalf, and as such, those revenues are not subject to sales tax assessments.

Appendix D: Liquidated Damages
Bike Transit does not agree to the proposed schedule of liquidated damages from Appendix D. These KPIs should align with the agreed-upon Performance Measure Reporting Requirements in the contract, and currently they do not. In addition, many of these KPIs are out of the control of Bike Transit, such as website operations, which is as proposed, 100% under the control of BCycle. We expect to negotiate these KPIs and liquidated damages with RTC during contract discussions, and are amenable to the levels in the current 2016 contract.

Performance Measure Reporting Requirements
Bike Transit does not agree to the proposed schedule of Performance Measure Reporting Requirements proposed in the RFP. We expect to negotiate these service levels with RTC during contract discussions and are amenable to the levels in the current 2016 contract.
3. QUALIFICATIONS, EXPERIENCES AND REFERENCES

**Bicycle Transit Systems**, or Bike Transit, is a Philadelphia-based bike share operations company that has taken the best and brightest to form the world’s best bike share operations company. The Bike Transit team, led by Alison Cohen, formed the core executive team that launched almost every big-city bike share system in the US, including DC, Boston, New York, Chicago and San Francisco. Following those successes, the team formed Bicycle Transit systems in Philadelphia, in 2013, and in its 7 years of operation, have subsequently launched Philadelphia’s “Indego” program, Los Angeles’ Metro Bike Share system, and taken over operation of Oklahoma City’s “Spokies” program.

Some innovations that Bike Transit has introduced to the bike share industry include:

1. An innovative, first of its kind monthly pass and pay-per-trip fare program in Philadelphia.
2. Cash payment integration with cash payment partner PayNearMe in Philadelphia.
3. A marketing and outreach program that aims to make the Indego program inclusive and equitable, with high ridership and membership, and demographics that reflect the communities we serve.
4. Transit fare integration for Los Angeles’ Metro Bike Share

Following is a description of Bike Transit projects, resumes of key personnel, and overview of organizational structure.

**Projects**

**Indego Bike Share System**

**Philadelphia, PA**

Bike Transit was contracted by the City of Philadelphia to plan, permit, procure, brand, launch, install, manage and operate the Philadelphia Bike Share system, that opened on April 23, 2015 with 700 bikes and 70 stations. Bike Transit is responsible for all aspects of the system, and has a subcontract with BCycle to provide equipment and software for the system. The system broke ground with a first-of-its-kind pricing structure aligned with transit and unprecedented efforts towards creating an equitable and accessible system, including the first scalable cash program in the nation. The program reached 500,000 rides in less than 1 year of operations, and expanded to 100 stations and 1000 bikes in Spring 2016, as well as launching an Access Pass for low-income Philadelphians and a new Indego mobile application designed and implemented by Bike Transit. In 5 years, the system has grown to over 1,600 bicycles (1,200 classic bikes and 400 electric bikes) and 145 stations. To date, Indego has garnered over 3.5 million rides.

**Launched: April 23, 2015**

**Current Size: 145 stations; 1,600 bikes**

**Payment methods: Kiosk, Website, Mobile App**

**Backend: BCycle, ZenDesk, Tableau**

**Social media and website management: Yes**

**Reference: Aaron Ritz**, Transportation Programs Manager

Office of Transportation and Infrastructure Services, 215.686.9000, aaron.ritz@phila.gov
Los Angeles Metro Bike Share

Los Angeles, CA

Bike Transit was contracted by Los Angeles County Metropolitan Transportation Authority (Metro) to plan, permit, procure, brand, launch, install, manage and operate the Metro Bike Share system, which opened in summer 2016 with 700 bikes and 65 stations in Downtown Los Angeles. Bike Transit is responsible for all aspects of the system, and has a subcontract with BCycle to provide equipment and software for the system. This high-profile system is the first system in the United States that has incorporated a deep transit integration into its bike share. Integration with the TAP card, which includes one account for access to Metro and to bike share, was launched in November 2018. This integration has been a strong collaboration between Metro, BCycle and Bike Transit. The system has garnered over 1 million rides, has 3 types of equipment (classic, smart and electric bikes), and has expanded to over 200 stations.

Launched: July 7, 2016
System Size: 1,400 bicycles (800 classic bikes, 300 smart bikes and 300 electric bikes), 207 stations
Payment methods: Kiosk, Website, Mobile App
Backend: BCycle, ZenDesk, Tableau
Social media and website management: Yes

Reference: Paula Carvajal
Senior Director, Countywide Planning & Development, Metro Los Angeles, 310.926.8405, carvajalp@metro.net

Oklahoma City Spokies Bike Share System

Oklahoma City, OK

Bike Transit was contracted by the Central Oklahoma Transportation and Parking Authority (COTPA, a.k.a. EMBARK) to manage and operate the Oklahoma City Spokies Bike Share system, with 70 bikes and 7 stations. Bike Transit was responsible for all aspects of operations of the system. Over the course of the contract, Bike Transit successfully managed bicycles provided by multiple manufacturers (Sandvault and Worksman Cycles, followed by BCycle).

Took over operations: January 5, 2015
Transferred operations to EMBARK: February 28, 2020
Current Size: 75 bicycles (50 classic bikes, 25 smart bikes), 10 stations
Payment methods: Kiosk, Website
Backend: BCycle, ZenDesk, Tableau
Social media and website management: No (client managed)
# Team Members

**Alison Cohen**  
*CEO and President*

Bicycle Transit Systems: 2013-Present  
Alta Bicycle Share: 2009-2013  
Bloos Bike: 2007-2009  
Free the Children: 2001-2002  
Goldman Sachs: 1999-2001  
WTA Women’s Professional Tennis Tour: 1996-19  
MS Earth, Atmospheric and Planetary Sciences, Massachusetts Institute of Technology, Cambridge, MA: 2005  
BS in Physics, University of Virginia, Charlottesville, VA: 1996

**Alison Cohen**, President and CEO of Bicycle Transit Systems, has arguably the broadest and deepest background in bike share in the US and globally. Since 2007, she has had deep experience in this evolving business, from hands-on operation and implementation of seven bike share systems to contracting, business modeling, sponsorship acquisition, planning and feasibility assessments and more. She has been riding her bike for transportation for most of her life, and loves that she is increasing personal freedom through a new transportation choice that is cheap, fast, quiet, sustainable and healthy. Prior to her career in bike share, she held her high school’s basketball scoring record that was broken by Kobe Bryant among other achievements, was ranked #400 in the world in women’s tennis singles and #300 in doubles.

**Yunita Winata**  
*Controller*

Bicycle Transit Systems: 2018-Present  
ALC: 2016–2018  
OTS Holdings: 2009-2015  
Rapid Staffing: 2005-2009  
MBA, Accounting, Temple University, Philadelphia, PA: 2007  
BS, Computer Information Science, Temple University, Philadelphia, PA: 2004

**Yunita Winata**, Controller of Bicycle Transit Systems, brings over 10+ years of experience in finance and accounting. She is passionate about streamlining processes and investing in people. Prior to Bicycle Transit, she has successfully overseen a lean Finance department, led several system implementations, created many robust forecasting models, overhauled a number of financial reports, and contributed to a few successful mergers & acquisitions. She holds a BS in Computer Information Science & an MBA in Accounting from Temple University.
Glenn Upchurch, Director of Technology, brings over 20 years of professional experience in the area of Information Technology. Glenn currently manages the internal application development and infrastructure for Bicycle Transit across all systems. He and his team also work with the internal team and outside partners to facilitate system integrations between vendors and Bike Transit operations. Prior to joining Bicycle Transit Systems, Glenn managed the global infrastructure for a Fortune 200 Corporation and has deployed enterpris-level applications across the globe. Glenn has helped with the development of modern technology strategies designed to aid a geographically diverse workforce. Glenn enjoys working in a collaborative environment to solve complex business problems with technology solutions.

Kait Picco, Director of Human Resources, leads all critical aspects of Human Resources management and culture practices across Bike Transit. As an experience labor and employment attorney, she understands business need and creates and drives processes, policies, and workflows that are compliant, efficient, scalable, and reflect our values. She is passionate about developing and implementing strategies to increase diversity and improve equity and inclusion within the organization. To this end, in 2017 Kait co-founded BOOST, Bike Transit’s diversity, equity and inclusion committee that has hosted dozens of activities and trainings for team members. Prior to joining Bike Transit, Kait led legal and human resources for a tech startup experiencing rapid growth. She also worked as an attorney in several large law firms in Philadelphia where she helped her clients navigate the world of transactional employment law and litigation.
Claudia Setubal joined Bike Transit as the Access Manager for Philadelphia’s Indego prior to the system’s launch, and designed and built many of the equity programs that are still going strong today, such as the automated cash payment and the Access Pass. Her past work in program evaluation and background in public health, combined with her excitement about data, led to her current position as Data and Evaluation Manager, where she oversees Bike Transit’s vast data infrastructure, building data-driven decision-making into the company’s core values. In this role, she has helped optimize Bike Transit’s internal performance by developing internal products and systems, such as the Operations Map, that allow field teams to have access to multiple sources of information at once. Additionally, she has built client-facing data automation, allowing clients from multiple systems to access on-demand live data dashboards.

Bill Popwell brings to Bike Transit diverse experience in brand management, marketing analytics, and consulting. His previous work includes advising PepsiCo on the launch of a new line of healthy vending machines, helping a Brazilian healthcare startup measure its customer lifetime value, and launching a product line extension on Amazon for Church & Dwight. Bill believes powerful marketing has the potential to activate a loyal community of riders who will help Bike Transit lead the bike share revolution. Currently Bill oversees Bike Transit marketing efforts in Philadelphia, Los Angeles, and Las Vegas.
Ian Smith established and currently leads Bike Transit’s national customer service operations that supports over 100,000 bike share users in 15 cities. Ian was on the launch teams that managed the launch of Indego, Metro Bike Share, and RTC Bike Share—setting up dispatch operations and other critical organizational structures. Prior to Bike Transit, Ian worked with a grassroots campaign that successfully passed federal legislation, massively expanding local and minority access to media ownership. He then oversaw the national effort to leverage the new law by supporting thousands of local community groups in applying for radio licenses. Ian believes that local media ownership and access to sustainable transportation are vital in creating healthy and connected communities.

Mike Hair is the General Manager of RTC Bike Share. Mike was in the golf business as a Superintendent and Golf Resort Manager. During that time, he became the youngest Certified Golf Course Superintendent (CGCS) in the Golf Course Superintendents Association of America. He was instrumental in the development of Puccinella distans, a salt resistant turfgrass that was later marketed as Jess Fults alkali grass. In 1995 he started AJaR Industries that dealt with golf course consulting, landscape design and constructions and ultimately led to the opening of a bike shop in Henderson Nevada. Following a short retirement, he became the General Manager for RTC Bike Share and launched the system in 2016. Mike is active in a church that helps parents who have lost children.
Organizational Structure

Bike Transit has a team of 4 local employees, supported by 16/7/365 customer service and technical and administrative support in our Central group. A current organization chart is shown below. Staffing may increase as system grows.
4. TECHNICAL RESPONSE DOCUMENT QUALIFICATIONS
Operations and Maintenance

<table>
<thead>
<tr>
<th>Task</th>
<th>Included? (Y / N)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Please provide a business and financial plan with quarterly</td>
<td>Y</td>
<td>See below.</td>
</tr>
<tr>
<td>projections that cover the following. Also, provide an example</td>
<td></td>
<td></td>
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<tr>
<td>of a Financial &amp; Analytic Report to be provided to the RTC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>monthly. Include current credit card processing fees:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Plan for covering operational costs</td>
<td>Y</td>
<td></td>
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</table>

Bicycle Transit Systems has been operating RTC Bike Share since its launch in 2016. This operation has included visibility into both revenues and costs of the bike share system. Over the years, we have worked to strike the right balance between excellent operations and farebox recovery for the system. Bike Transit has lowered costs by over $120,000 in 2019 while increasing ridership by +61%. In 2020, RTC Bike Share has more than covered its operational costs.

Bike Transit’s proposed business model is to continue in our current operating structure, where Bike Transit collects system revenues on RTC’s behalf. These revenues plus any sponsorship collected will go towards covering operational costs. We propose that ongoing monthly operational costs are reimbursed monthly including a central support fee for employees not directly in Las Vegas, as well a profit margin, as quoted in the Price Proposal.

To make operational costs similar to current, we are proposing changes to the KPIs in this RFP, which reflect the current KPIs and operational levels.

Attachment 1 includes an example Financial and Analytic Report to be provided monthly to RTC.

<table>
<thead>
<tr>
<th>Task</th>
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<tbody>
<tr>
<td>b. Proposed Fare Structure (please include at least two (2)</td>
<td>Y</td>
<td>See below.</td>
</tr>
<tr>
<td>proposed fare structures delineating the preferred alternatives,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>including revenue projections for each alternative)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Bike Transit has been engaged with creating and adjusting the current fare structure for RTC Bike Share. We propose to either keep the current fare structure or adjust to an alternative.

Current:

$5 | 24-Hour Pass: Unlimited 30-minute rides in a 24-hour period. Extra $4 per 30 minutes for rides over 30 minutes.
$10 | 3-Day Pass: Unlimited 30-minute rides in a 72-hour period. Extra $4 per 30 minutes for rides over 30 minutes.
$15 | 30-Day Pass: Unlimited 30-minute rides for 30 days. Extra $4 per 30 minutes for rides over 30 minutes.

Unlock an e-bike: Extra $1
Alternative:

$5 | 24-Hour Pass: Unlimited 30-minute rides in a 24-hour period. Extra $4 per 30 minutes for rides over 30 minutes.
$10 | 3-Day Pass: Unlimited 30-minute rides in a 72-hour period. Extra $4 per 30 minutes for rides over 30 minutes.
$15 | 30-Day Pass: Unlimited 1-hour rides for 30 days. Extra $4 per hour for rides over 1 hour.
$100 | 365-Day Pass: Unlimited 1-hour rides for 365 days. Extra $4 per hour for rides over 1 hour.
$5 / $50 | Reduced Fare 30-Day and 365-Day Pass for qualifying passholders.

Unlock an e-bike: Extra $1

Bike Transit prefers the alternative plan as it increases revenue and provides additional options for long term passholders.

REVENUE PROJECTIONS FOR CURRENT:

<table>
<thead>
<tr>
<th></th>
<th>2021 Q1</th>
<th>2021 Q2</th>
<th>2021 Q3</th>
<th>2021 Q4</th>
<th>Total Revenue 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Membership Fees</td>
<td>$20,577</td>
<td>$27,703</td>
<td>$23,742</td>
<td>$21,402</td>
<td>$93,425</td>
</tr>
<tr>
<td>Usage Fees</td>
<td>$13,374</td>
<td>$18,007</td>
<td>$15,432</td>
<td>$13,912</td>
<td>$60,726</td>
</tr>
<tr>
<td>E-Bike Unlock Fees</td>
<td>$343</td>
<td>$462</td>
<td>$396</td>
<td>$357</td>
<td>$1,557</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$34,295</td>
<td>$46,172</td>
<td>$39,570</td>
<td>$35,671</td>
<td>$155,708</td>
</tr>
</tbody>
</table>

REVENUE PROJECTIONS FOR ALTERNATIVE:

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<tr>
<th></th>
<th>2021 Q1</th>
<th>2021 Q2</th>
<th>2021 Q3</th>
<th>2021 Q4</th>
<th>Total Revenue 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Membership Fees</td>
<td>$21,606</td>
<td>$29,088</td>
<td>$24,930</td>
<td>$22,472</td>
<td>$93,425</td>
</tr>
<tr>
<td>Usage Fees</td>
<td>$14,043</td>
<td>$18,907</td>
<td>$16,204</td>
<td>$13,912</td>
<td>$60,726</td>
</tr>
<tr>
<td>E-Bike Unlock Fees</td>
<td>360</td>
<td>$485</td>
<td>$416</td>
<td>$357</td>
<td>$1,557</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$36,009</td>
<td>$48,481</td>
<td>$41,550</td>
<td>$37,455</td>
<td>$163,493</td>
</tr>
</tbody>
</table>
Bike Transit has a team of 4 local employees, supported by 16/7/365 customer service and technical and administrative support in our Central group. A current organization chart is shown below. Staffing may increase as system grows.

Bike Transit has secured a mixed-use warehouse and office facility for the Las Vegas operation. It has 3,200 square feet. Housed in the facility are offices, a fully equipped two-station bike repair shop, a warehouse for repaired bikes, a kiosk repair station and charging areas for both kiosk and electric bikes batteries.

Bike Transit will operate the system with the following key philosophies in mind:

- World class professionalism
- Local team
- Customer-oriented mindset

Bike Transit’s overall approach is to use our world-class experience to create an operation that is continuous and professional, yet stays in the background to ensure operations and marketing are completely handled by the local team.

Bike Transit’s top priority in marketing, customer service and operations is the customer. The customer experience for registration, on-line and at the kiosk, must be transparent and smooth. The bike checkout
process, phone and email communication, bike maintenance and rebalancing are centered on a positive experience for the customer. We understand that one bad experience can turn a delicate first-time rider off of bike share. Therefore, we strongly believe in having service levels agreed with the City that are customer-oriented.

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<tbody>
<tr>
<td>3. Describe your prior experience operating bike share systems or other similar ventures</td>
<td>Y</td>
<td>See below.</td>
</tr>
</tbody>
</table>

Bike Transit’s leadership have launched and operated bike share systems since they started in the US in 2010. Alison Cohen led the launches of Washington DC, Boston and New York before starting Bicycle Transit Systems. Since forming Bike Transit in 2013, our team has launched and operated Philadelphia’s Indego, Los Angeles’ Metro Bike Share, Las Vegas’ RTC Bike Share and OKC Spokies. Please see 3. Qualifications for further information.

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<tbody>
<tr>
<td>4. Please provide your staffing plans, schedules and descriptions of roles and responsibilities necessary for all aspects of the bike share, including customer service, operations and maintenance.</td>
<td>Y</td>
<td>See below.</td>
</tr>
</tbody>
</table>

Bike Transit’s Bike Share operation will be staffed by four full-time and one part-time team members in Las Vegas (4.5 FTE). In addition, there will be support in the form of financial management, IT, marketing, customer service and human resources from the Central Team in Philadelphia.

Following are our estimates for a base system of 225 bikes (the mid-point of the Cost Proposal range of 200 – 249 bikes). Actual staff Full Time Equivalents (FTEs) may deviate from these estimates based on factors including: seasonality; system utilization; station size, disbursement and spread; and service or labor level requirements. As there were several different places in the RFP that indicated a different frequency of bike-checking, our staffing levels assume our standard, which is monthly bike checks.

**Staff Descriptions**

- The General Manager is responsible for overall program success including Administration, Operations, Marketing, Customer Service, and Client Service including public relations, report creation and delivery. Other responsibilities include:
  - Overall responsibility of system functionality including bicycle, station, and fleet.
  - Operations and customer service team recruitment, hiring, training, scheduling, and assessment.
  - Health & Safety leadership and compliance.
  - Development and continuous improvement of operating plans & policies.
  - Complete and accurate record-keeping and inventory management.
  - Vehicle and facility maintenance and repair.
  - Emergency response planning.

- The Operations Department will consist of:
- A full-time Technician focused on station and kiosk maintenance as well as system rebalancing and bike placement.
- A full-time Technician focused on bicycle maintenance, repair and safety.
- A part-time Technician to assist in both areas and fill in for 7-day operations.
- All Team Members will be cross trained in all operations to provide backup and coverage during time off and vacations.

**Staff Schedules**
Staff will be scheduled to meet service and repair requirements; minimize customer response times; maximize staff availability to customer and system needs and maximize bicycle availability.

- The General Manager will typically work 7am-4pm M-F; however, flexibility will be required to meet system needs.
- The Marketing Coordinator will work flexible hours as necessary. This will include time dedicated to online presence, events and partnerships.
- Operations staff will be scheduled to meet system requirements. Typically, shifts will be 7am-3pm, 7 days per week. Schedules may vary with system demands.
- Bike Transit provides exceptional customer service 365 days a year by phone, email, and text message between the hours of 4am and 10pm.

**Call Center**

<table>
<thead>
<tr>
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<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>1. Provide call center availability. Include metrics used to determine customer satisfaction.</td>
<td>Y</td>
<td>See below.</td>
</tr>
</tbody>
</table>

Bike Transit provides exceptional customer service 365 days a year by phone, email, and text message between the hours of 4am and 10pm. We answer 80% of calls within 20 seconds, we respond to 100% of emails with 24 hours, and we reply to 85% of text messages within 2 hours. Most importantly, we maintain a Customer Satisfaction Score of 95% or higher.

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<tbody>
<tr>
<td>2. Identify systems used track and dispatch assistance to customers, including mechanical issues or rider injuries.</td>
<td>Y</td>
<td>See below.</td>
</tr>
</tbody>
</table>

Our customer service center uses Zendesk, a powerful omni-channel customer support platform, to track every customer service interaction whether it comes by phone, text message, or email.

Customers can contact our customer service center for any type of issue and our agents will initiate the proper response. This can include helping a customer find and check out an operable bike, dispatching a team member to assist a customer in person, or helping a customer to contact emergency services.

All mechanical issues reported by customers trigger the lockdown of the bike to prevent subsequent checkout, and an operations ticket is made for our mechanical services team.
### Task Included? Comments

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<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>3. Identify where customer service toll free telephone number will be displayed on each bicycle. Include toll free telephone, text option available, and website address.</td>
<td>Y</td>
<td>See below.</td>
</tr>
</tbody>
</table>

Our toll-free number is displayed on every bike and station in addition to the website and app.

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<tr>
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<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Provide customer service availability and number of agents, hours of day and days per year.</td>
<td>Y</td>
<td>See below.</td>
</tr>
</tbody>
</table>

Our customer service center is open and fully staffed 365 days a year between the hours of 4am and 10pm. Our data shows that over 90% of the calls come within this time period. All voicemails that are left outside of customer service hours are returned the next day. Currently, our customer service center is staffed by 10 agents and led by a team of two shift supervisors and a manager.

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<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>5. Provide minimum and maximum hold times, and illustrate adequate staffing to meet these times.</td>
<td>Y</td>
<td>See below.</td>
</tr>
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We maintain an 80% service level of calls answered within 20 seconds. Our average wait time is 22 seconds.

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<th>Task</th>
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<tbody>
<tr>
<td>6. Identify physical location of call center, and include rationale used to determine an in-house vs. outsourced call center.</td>
<td>Y</td>
<td>See below.</td>
</tr>
</tbody>
</table>

Bike Transit run the Customer Service Center out of Philadelphia, home to Indego, a large bike share program that Bike Transit also operates. Placing the customer service team in Philadelphia and alongside Indego operations gives the customer service team direct access and daily exposure to the full bike share ecosystem. Many of our customer service representatives are frequent users of bikes share and have personal experience using the product and service.

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<tbody>
<tr>
<td>7. Identify the proficiency of customer service agents.</td>
<td>Y</td>
<td>See below.</td>
</tr>
</tbody>
</table>

Our customer service team has deep experience and expertise in bike share. We provide service to 15 different bike share programs and have fielded over 300,000 customer service requests. Our customer service representatives have tens of thousands of hours of experience assisting bike share customers from diverse cultural and economic backgrounds. Our team has extensive knowledge of BCycle systems, software tools, kiosks, and bikes. Additionally, everyone on the customer service team, from our representatives to our director, undergoes cross training in the field with station technicians and bike mechanics. With this firsthand knowledge of the BCycle product, we are able to quickly troubleshoot and resolve customer service issues.

The range of customer service inquiries that our team has handled spans the most common to the most esoteric. We are dedicated to bike sharing as an equitable form public transportation, and therefore are committed to
assisting every customer as thoroughly as possible. Most of our team members are regular cyclists or bike share users, which enables them to relate to customers on a personal level. Our customer service team lives and breathes bike share. We know firsthand what customers are experiencing, and we are committed to improving that experience.

### Task 8. Adeptness of customer service personnel to respond to voice, email and text requests for help.

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<tr>
<td>Y</td>
<td>See below.</td>
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</table>

Bicycle Transit provides exceptional customer service via phone, email, and text message through a highly experienced team of friendly and efficient customer service representatives. More that 9 in 10 phone calls are resolved during the first call and without transfer. Our omni-channel software, Zendesk, allows agents to seamlessly move between phone, text, and email based on the preference of the customer.

Our customer service team is proactive in our communication and we proactively reach out to customers to prevent negative experiences before they happen and to improve overall customer experience. We pride ourselves in knowing that our riders enjoy the convenience of our service and the reliability of our customer support team. Below is an example of a typical interaction between our customer service team and our riders:

![Image of customer service interaction]

### Task 9. Languages available for customer service calls (24/7 and/or on-call)

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<tr>
<td>Y</td>
<td>See below.</td>
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</table>

Customers who speak English and Spanish will be able to talk to a knowledgeable Bike Transit representative in their native language. When necessary, for languages other than English and Spanish, we can utilize a live phone interpretation service which allows us to communicate in over one hundred languages.

### Task 10. Strategy for communication of customer service calls to street team, with methods for issue tracking & resolution

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<tr>
<td>Y</td>
<td>See below.</td>
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</table>

Bike share users are our eyes and ears on the ground, and we crowdsource information generated from their communication with us to identify and solve issues. All station and operational service issues are tracked through a ticketing system (called Fixx) from creation until resolution. Fixx allows us to be proactive by identifying common issues and operational hot spots, as well a providing a framework for day-to-day issue triage. Moreover, these tickets provide us with the necessary data to produce comprehensive reports of station issues and how they impact customers.
## Maintenance

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<thead>
<tr>
<th>Task</th>
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<tbody>
<tr>
<td>1. Provide an example Maintenance Plan, including a proposed schedule for routine maintenance, cleaning and replacement of Bicycles and Stations.</td>
<td>Y</td>
<td>See below.</td>
</tr>
<tr>
<td>2. Describe relevant prior experience in creating and implementing effective maintenance and repair plans.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Describe the notification systems used to determine when and where unexpected Bicycle and Station maintenance and cleaning is required.</td>
<td>Y</td>
<td>See below.</td>
</tr>
<tr>
<td>4. Provide a set of maintenance standards for the station and components (station, kiosk, bicycles, solar panel, and maps/signs), and an audit procedure for these standards.</td>
<td>Y</td>
<td>See below.</td>
</tr>
<tr>
<td>A. Inspecting drive chain for proper functioning and lubrication</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Inspecting handlebar for proper centering and tightness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Inspecting brakes for excessive wear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Inspecting saddle for proper tightness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. Inspecting shifters for proper functioning</td>
<td></td>
<td></td>
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<tr>
<td>F. Inspecting lights for proper functioning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>G. Ensuring components such as the basket and bell tightness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>H. Inspecting tires for proper inflation and wear or damage and ensuring they are kept at the correct pressure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>I. Provide a list all repairs that can be made &quot;in the field&quot; at the bicycle station</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Describe how you will manage repossession of Bicycles not returned within 24 hours.</td>
<td>Y</td>
<td>See below.</td>
</tr>
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</table>

Bike Transit considers operations in several different tasks. The Las Vegas operations team is cross-trained in all tasks, which is necessary for efficient, small-system operations.

For bike maintenance, Bike Transit will undertake bike assembly, on-street pro-active bike safety inspections, in-house bike maintenance for items that can’t be fixed on-street, as well as annual bike refurbishments. Our service levels propose that the team will inspect bikes a minimum of once every calendar month. As mentioned above, there were several different potential bike check schedules in the RFP, so our proposed service level is once a month, which is the manufacturer’s recommendation.

For station maintenance, Bike Transit maintains the BCycle bikes and stations on a continual basis. Bike Transit employees will visit stations at a minimum of once every week for routine checks and cleanliness. The stations will be monitored online continuously, and Bike Transit will respond to technical maintenance needs and reported cleaning needs. In addition to the station visits, on-street bike checkers will perform a monthly check-up using at a minimum manufacturer’s recommendations. Each bicycle is identified with a unique RFID chip and its maintenance records are maintained by the BCycle enterprise software system.

Most routine bicycle and kiosk maintenance can be done “in the field.” Maintenance vehicles will be equipped with the tools, parts and supplies necessary to perform these routine tasks. The following bike repairs/adjustments may be performed in the field: minor adjustments, inflate tires, adjust brakes and gears,
fix lights and reflectors, replace saddles, fix chains, adjust baskets, replace stickers, clean bikes, remove graffiti, and other functions. All cleaning is performed on site. BCycle stations use special graffiti resistant paint that allows graffiti removal with simple rubbing alcohol.

- Following are sample actions for the monthly bike inspections, with each inspection recorded in our backend database:
  o Inspect bike for damage.
  o Inspect handlebars for alignment and rotation.
  o Check wheels for broken spokes, tightness and rotation.
  o Check tires for pressure and tread wear.
  o Check saddle for alignment, tightness and tears in cover.
  o Check front and rear lights for proper operation.
  o Check drivetrain for pedal tightness and crank operation.
  o Check brake and shift controls for proper operation and safety.
  o Inspect shroud and fender skirts for damage.
  o Check kickstand for operation and tightness.

- Annual bike refurbishments include a more detailed checkup in the warehouse. Depending on the condition and usage of the bikes, it may include the above-mentioned tasks as well as:
  o Complete inspection of bike operation.
  o Chain replacement.
  o Replacement of damaged or faded decals.
  o Rear hub servicing.
  o Brake and/or shift cable and housing replacement.
  o Wheel truing and spoke tensioning.
  o Bottom bracket inspection and replacement.
  o Tire and tube replacement.

- Weekly station checks include:
  o Checking that the touch screen is fully functional.
  o Checking operation of credit card reader.
  o Checking that the station environment is clear of dangerous debris.
  o Station cleanliness.
  o Map and advertising panels clean and visible, with materials in good condition.

- Station Maintenance annually or as needed:
  o Adjust solar panel for maximum solar exposure.
  o Reimage PC as needed.
  o Update of map or poster.
  o Replacement of station components.
    - PC.
    - Modem.
    - Circuit board in kiosk and dock.
    - Software updates.

A record of all maintenance activity is retained in the system backend. Maintenance, repair, and customer
service tickets are created, prioritized, completed and resolved. When our teams are made aware of issues, whether self-discovered or reported through the call center, a ticket will be created, issues will be managed in order of priority, and resolution will be achieved and tracked in due course.

As the operator, we view ourselves as stewards of RTC’s property, and we take that responsibility seriously. Therefore, our SOPs include methods for cleaning, removing graffiti and scratchiti, litter removal, and retrieving bikes that have been out of the system for more than 24 hours. This process includes calling and emailing customers, communicating with local businesses and local police districts, and including general communications to social media to report bicycles lost or abandoned.

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<tr>
<td>2. Please describe relevant prior experience in creating and implementing effective maintenance and repair plans.</td>
<td>Y</td>
<td>See below.</td>
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Bike Transit’s leadership have launched and operated bike share systems since they started in the US in 2010. Alison Cohen led the launches of Washington DC, Boston and New York, before starting Bicycle Transit Systems. Since forming Bike Transit in 2013, our team has launched and operated Philadelphia’s Indego, Los Angeles’ Metro Bike Share, Las Vegas’ RTC Bike Share and OKC Spokies. Please see 3. Qualifications for further information.

### Rebalancing and Fleet Management

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<tbody>
<tr>
<td>1. Illustrate the Fleet Redistribution Plans, including process for monitoring distributions throughout the day and a schedule of activities.</td>
<td>Y</td>
<td>See below.</td>
</tr>
</tbody>
</table>

Bike Transit has operated the RTC Bike Share System since September 2016 and has become familiar with balancing patterns of the system. We are aware of the high-use stations and those that tend to self-balance. We have had success in concentrating balancing efforts in the early morning and again before the end of the shift if needed. The high station density of the Las Vegas system is a positive aspect in lowering the need for balancing.

The operations van is equipped with a tablet showing a real-time map of the system, the number of bikes at each station and any non-responsive stations. The technician operating the van is responsible for interpreting this information and re-distributing the bikes as needed. It is also at this time that any bike in need of repair is picked up and taken to the shop for repair.

On weekends, holidays and during non-rush hours on weekdays, redistribution will occur on an as-needed basis or as user patterns require, and vehicle resources will be reallocated for station maintenance, broken bike collection, cleaning, and other system needs.

Bike Transit has operated the RTC Bike Share System since September 2016 with a Key Performance Indicator that calls for no station to be empty or full from 6am to midnight with a performance measure of less than 6.5% of the time. Since launch, we have met or exceeded this KPI every month, with the exception of May 2020, which had many days when all bikes were rented, resulting in empty stations.
Bike Transit’s leadership have launched and operated bike share systems since they started in the US in 2010. Alison Cohen led the launches of Washington DC, Boston and New York, before starting Bicycle Transit Systems. Since forming Bike Transit in 2013, our team has launched and operated Philadelphia’s Indego, Los Angeles’ Metro Bike Share, Las Vegas’ RTC Bike Share and OKC Spokies. Please see 3. Qualifications for further information.

Numbers of bicycles that will require redistribution depends on a variety of factors including size of stations, station disbursement, and in some cases specific station locations, commute volumes and directions, and specific service levels if required.

In the 3+ years of operating the RTC Bike Share System, we have established balancing methods that minimize bike rebalancing. The high density of the stations in the popular use areas allows the customer to find a bike within a few blocks if a station is empty. Since inception, 8 stations have been moved to new locations and 3 others have been relocated for better performance. The moves have relocated stations in higher use areas and led to decreased demands for balancing. Typically, 10-15 bikes will be re-distributed daily.

Normally, we would expect to achieve this volume with 1 vehicle. However, to meet the 20-minute service level, we estimate 2 vehicles are needed.

Bike Transit operates a warehouse and office facility in downtown Las Vegas. We have all necessary operations and safety equipment to operate the bike share system. RTC shall have immediate full and free access to all facilities upon request.

Bike Transit will utilize BCycle’s virtual kiosk technology to handle the need for flexibility for large crowds/events. This option allows Bike Transit to encourage use of the bike sharing system at special events, without the need to set up large stations at the event. Bike Transit provides a computer with Internet connection. Then, the rider does not need to find an available station to dock his/her bike. When a temporary
virtual kiosk is set up, information is communicated in real-time to the consumer-facing website and mobile app to show a temporary station available at the specific virtual kiosk location.

In the past 3+ years, Bike Transit has safely and efficiently relocated stations to accommodate large events such as *Life is Beautiful* as well as relocations for construction projects throughout Downtown Las Vegas.

**Marketing Plan and Personnel**

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<th>Task</th>
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<tbody>
<tr>
<td>1. Please detail collaboration with the RTC Marketing staff and its agents to ensure the system is successful. Include personnel, strategies, and materials used.</td>
<td>Y</td>
<td>See below.</td>
</tr>
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</table>

To generate and maintain demand for RTC Bike Share, Bike Transit will create and execute an annual marketing Brand Plan in collaboration with RTC. Bike Transit will design and print any necessary updates to system branding—including bike decals, station kiosk decals, station ad panel posters, and welcome kits. These print assets, as well as digital communications such as website, email, and social media content, will be shared with RTC for feedback, review, and approval before publication.

Based on our experience operating RTC Bike Share, as well as bike share in Philadelphia and Los Angeles, most people learn about bike share by seeing stations and bikes on the street. Therefore, the marketing strategy will continue to rely on the following station location strategy:

- Locate the stations as visibly and most conveniently as possible for maximum walk-by traffic.
- Ensure station kiosk and ad panel content is compelling and highly visible, with clear calls-to-action.
- Experiential marketing events such as group rides, which begin and end at a station.

In addition to the key strategy of leveraging bike share station locations and content, Bike Transit will elevate the rider experience, activate ridership, and build loyalty through the following marketing tactics:

- Monthly email newsletter.
- Dedicated email campaigns, including promotions and system updates.
- Regular social media recommendations (Facebook, Twitter, and Instagram).
- Regular website updates for seasonal and promotional campaigns.
- Seasonal promo code campaigns.
- Utilize any unused on-station ad panels to advertise for bike share.
- Co-promotions with like-minded organizations.
- Regular passholder surveys.

Our marketing staff will be one Marketing Coordinator, with central support from the Bike Transit Marketing Director. The General Manager will continue to assist in marketing efforts as well.
Bike Transit’s leadership have launched and operated bike share systems since they started in the US in 2010. Alison Cohen led the launches of Washington DC, Boston and New York, before starting Bicycle Transit Systems. Since forming Bike Transit in 2013, our team has launched and operated Philadelphia’s Indego, Los Angeles’ Metro Bike Share, Las Vegas’ RTC Bike Share and OKC Spokies. Please see 3. Qualifications for further information.

The Las Vegas Team has worked with RTC on marketing and social media campaigns to expose more people to bike share. The Las Vegas team has run several promotions for bike month, system birthdays, local outreach and special events, and has a proven track record of success. A few examples include:

- Still Rolling 30-Day Pass promotion in May 2020 with 1,544 redemptions, increasing 30-Day membership from 120 to 1,620.
- Multiple experiential group rides, including Cycle de Mayo, Seeing Stars tour, and American Institute of Architects tour, and Vegas Memorial ride.
- Ongoing referral program with 42 redemptions.
- Juhl resident promos with 39 combined redemptions.
- Club Ride 24-Hour Pass promo with 760 total trips.
- Consistent social media recommendations for RTCSNV social media account.

Bike Transit has worked with many sponsors over the years on designing and activating sponsorships. Experience includes creating prototype materials, including bike color and branding, working with the system manufacturer, including BCycle, informational/announcement websites, full websites, branded mobile applications, marketing materials, major activation events, special offerings in concert with sponsors. Levels of sponsorships that we have worked with range widely from station sponsors, to presenting and full title sponsors. Our role has ranged from undertaking full responsibility for creating the branding and materials to playing an assistant role to the sponsor when they have desired to take a more involved role.

In Philadelphia specifically, we worked closely with Independence Blue Cross to create the Indego branding, and design and place branding on bicycles (BCycle 1.0, 2.0, and Electric), stations, station maps, website and mobile application. On the bicycle itself, we have done over-clearcoat and under clearcoat downtube applications, different fender applications, front basket applications, shroud and back pannier. We prefer under-clearcoat downtube branding, and full-bleed fender and basket branding that can be applied at bike assembly. These provide the most durable long-term branding.
The efforts required to boost these different aspects of the system (membership, ridership, revenues) are outlined below:

a. **Rides**: Ridership is encouraged through highly visible station locations, a clear and simple process for purchasing a pass and checking out a bike, and state-of-the-art bike technology (e.g., electric bikes).

b. **Membership**: Strategies to boost membership include ongoing email, social media, and text communications to upsell casual riders to a membership. Additionally, partnerships, co-promotions, and experiential group rides present concrete opportunities for additional membership signups.

c. **Revenues**: The strongest strategy to increase revenues are through casual pass sales, usage fees, and e-bike unlock fees.

### Performance Measures and Reporting Requirements

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<th>Task</th>
<th>Incl.?</th>
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<tbody>
<tr>
<td>1. Stations are neither 100% full nor 100% empty for a period longer than 20 minutes during Peak Hours (i.e., 6:00 am to 10:00 pm).</td>
<td>Y</td>
<td>This service level is extremely stringent, and difficult to predict how to meet, as the ratio of docks to bikes in the system was not given in the RFP. We strongly recommend changing this service level to something closer to a national norm. However, we have included significant operations staff and vehicles to attempt to meet this KPI. We suggest total full / empty time not to exceed 6.5% (the service level in the 2016 Contract).</td>
</tr>
<tr>
<td>2. A minimum of 90 percent of bicycles are deployed and available for public use at all times.</td>
<td>Y</td>
<td>Yes</td>
</tr>
<tr>
<td>3. Approach to minimizing theft and vandalism. (maximum of 1 percent of the system’s bicycles lost per year)</td>
<td>N</td>
<td>This service level can be met; however, this is both a BCycle technical issue (ability of people to remove bikes from the system, GPS, credit card hold), a Las Vegas local issues (stolen credit cards), and is out of Bike Transit’s control. We create SOPs and undertake best efforts to track and retrieve all missing bikes.</td>
</tr>
<tr>
<td>4. 95 percent of calls to the Customer Service Center are answered within 60 seconds and no more than 1 percent of calls are dropped;</td>
<td>Y</td>
<td>Yes</td>
</tr>
<tr>
<td>5. 95 percent of emails answered within 24 hours;</td>
<td>Y</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Bicycle station is cleaned a minimum of once every 2 weeks or as needed, depending on weather or other conditions;</td>
<td>Y</td>
<td>Yes</td>
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<tr>
<td>7. Bicycles have a routine maintenance inspection at least once per month;</td>
<td>Y</td>
<td>Yes</td>
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<tr>
<td>8. Graffiti/vandalism is removed/rectified within 72 hours of notification to the System Operator;</td>
<td>Y</td>
<td>Yes</td>
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<tr>
<td>9. 95 percent of membership packages are mailed within 24 hours;</td>
<td>Y</td>
<td>Yes</td>
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5. Work Plan

1. General Approach
The largest testimony to Bike Transit’s ability to operate and expand RTC Bike Share is our proven experience doing so. Bike Transit led the system to launch in 2016, in an approximate 1 month time frame. Now that the system is up and running, Bike Transit already has an operational facility, vehicles and experienced staff with knowledge of operations of RTC Bike Share and the associated mechanical and software tools, administrative processes and support to continue its professional operations and outreach.

Although the RFP requests timelines and processes to get to launch, Bike Transit has not included such in this proposal. A new contract would include continuity of operations and expansion, not a new launch. Below, we describe our workplan for all aspects of system operations.

2. Public Bike Share System Operational Knowledge
Bike Transit’s leadership have launched and operated bike share systems since they started in the US in 2010. Alison Cohen led the launches of Washington DC, Boston and New York before starting Bicycle Transit Systems. Since forming Bike Transit in 2013, our team has launched and operated Philadelphia’s Indego, Los Angeles' Metro Bike Share, Las Vegas' RTC Bike Share and OKC Spokies.

3. System Maintenance
Bike Transit has created, and continues to augment, a proprietary library of Standard Operating Procedures for maintaining a public bike share system. These SOPs cover all aspects of operations, including on-street bike checking, bike annual refurbishment, daily station health checkups from headquarters, on-street station checks, litter removal, graffiti and scratchiti removal, rebalancing, dispatch, event marketing, HR on-boarding and off-boarding, many customer-service items specific to the BCycle system, safety SOPs for many tasks, and even creating a new SOP with the appropriate approvals.

In addition, our staff are intimately familiar with the BCycle backend and have strong relationship with their staff to ensure the website, mobile app and kiosks are up and running as much as possible within our control.

4. Customer Service
Bike Transit provides exceptional customer service via phone, email, and text message through an experienced team of friendly and efficient customer service representatives. Customers learn about our contact information, as it is displayed in highly visible locations on stations, bikes, website and mobile application with telephone number, text number and email address to which the public may direct questions, complaints and comments regarding the service provided.

Bike Transit provides exceptional customer service 365 days a year by phone, email, and text message between the hours of 4am and 10pm. Currently, our customer service center is staffed by 10 agents and led by a team of two shift supervisors and a manager. We answer 80% of calls within 20 seconds, we respond to 100% of emails with 24 hours, and we reply to 85% of text messages within 2 hours. Our average wait time is 22 seconds. Most importantly, we maintain a Customer Satisfaction Score of 95% or higher.

Our customer service center uses Zendesk, a powerful omni-channel customer support platform, to track every customer service interaction whether it comes by phone, text message, or email. Customers can contact our customer service center for any type of issue and our agents will initiate the proper response. This can
include helping a customer find and check out an operable bike, dispatching a team member to assist a customer in person, or helping a customer to contact emergency services. All mechanical issues reported by customers trigger the lockdown of the bike to prevent subsequent checkout, and an operations ticket is made for our mechanical services team. For all interactions with customers, we create detailed tickets that are categorized and tracked in our system until the issue is resolved.

We produce in-depth data regarding the cause of customer contact and the root cause of their issue. This data is highly specific to bike share systems and through regular analysis we refine our customer support practices and operational systems.

Customers and riders are our eyes and ears on the ground, and we crowdsource information generated from their communication with us to identify and diagnose issues in real time. We produce comprehensive reports that provide us a with a clear picture of both typical and atypical customer experiences. Our customer service team is proactive in our communication and we routinely contact customers to prevent negative experiences before they happen and to improve overall customer experience.

5. Operations

Public Bike Share operations are Bike Transit’s bread and butter. We have launched a dozen major-city bike share systems and gained a national reputation for excellence in client service and customer service, in integrity of our management and strong relationships with our clients.

Bike Transit employs 129 employees nationwide, including 14 Central employees and 10 customer service employees who serve 14 bike share systems outside of Philadelphia.

For the Las Vegas system, we propose 4.5 full-time equivalents (FTEs) to meet the service levels in the RFP. These local staff include:

- 1 full-time General Manager
- 1 full-time Technician focused on station and kiosk maintenance as well as system rebalancing and bike placement.
- 1 full-time Technician focused on bicycle maintenance, repair and safety.
- 1 part-time Technician to assist in both areas and fill in for 7-day operations.
- 1 full-time Marketing Coordinator

These local staff will utilize our proprietary library of standard operating procedures that covers nearly all aspects of program operation and management. These SOPs are constantly being revised and improved, and can be modified at any time upon RTC request.

On the financial side, Bike Transit has built a reputation for financial transparency. We use an enterprise accounting system which allows standard-format tracking of costs in high detail, and separate tracking of Bike Transit corporate in a consistent form. Unaudited financial reports are quickly available on a monthly or ad hoc basis. These cost reports will provide critical operating cost information as well as the basis for monthly service invoices to RTC. All business records for the Las Vegas system will be retained locally and be available for examination or audit at any time. Specific shared nation-level functions (eg: payroll processing) provide reports separately identifying Las Vegas-specific costs. Such reports are available to our local accounting and
management personnel. We believe that financial transparency is the key to maintaining trust between a contractor and a client.

Included in Bike Transit’s list of SOPs is station relocation. Since inception, 8 RTC Bike Share stations have been moved to new locations and 3 others have been relocated for better performance. The moves have relocated stations in higher use areas and led to decreased demands for balancing.

As the operator, we view ourselves as stewards of RTC’s property, we take that responsibility seriously. Therefore, our SOPs include methods for cleaning, removing graffiti and scratchiti, litter removal, and retrieving bikes that have been out of the system for more than 24 hours. This process includes calling and emailing customers, communicating with local businesses and local police districts, and including general communications to social media to report bicycles lost or abandoned.

Finally, we deliver detailed monthly, quarterly, annual and ad hoc reports to RTC. We also provide open data to the public and at RTC’s request, and are constantly analyzing the data to recommend better system performance on all fronts.

5.1 Membership
Bike Transit works closely with BCycle and RTC to offer unique opportunities for membership types. Over the past 3 years, these opportunities have included: the 3-Day Pass, the Bike Share for Business program, and a successful execution of a 30-Day Pass promotion with over 1,500 redemptions.

Strategies to boost membership include ongoing email, social media, and text communications to upsell casual riders to a membership. Additionally, partnerships, co-promotions, and experiential group rides present concrete opportunities for additional membership signups.

Bike Transit also operates the first bike share system in the US to offer full membership account integration with the local transit system (Los Angeles’ Metro Bike Share). Our IT and Marketing teams work closely with BCycle on creating new discounts and bundles to offer to different stakeholders.

5.2 User Fees
Bike Transit has been at the forefront in improving the fare structures for bike share systems. For the RTC Bike Share system, Bike Transit has been engaged with evaluating the fare structure on a continual basis and adjusting as needed. We propose to either keep the current fare structure or adjust to an alternative, as indicated below:

Current:

- $5 | 24-Hour Pass: Unlimited 30-minute rides in a 24-hour period. Extra $4 per 30 minutes for rides over 30 minutes.
- $10 | 3-Day Pass: Unlimited 30-minute rides in a 72-hour period. Extra $4 per 30 minutes for rides over 30 minutes.
- $15 | 30-Day Pass: Unlimited 30-minute rides for 30 days. Extra $4 per 30 minutes for rides over 30 minutes.
- Unlock an e-bike: Extra $1
Alternative:

- $5 | 24-Hour Pass: Unlimited 30-minute rides in a 24-hour period. Extra $4 per 30 minutes for rides over 30 minutes.
- $10 | 3-Day Pass: Unlimited 30-minute rides in a 72-hour period. Extra $4 per 30 minutes for rides over 30 minutes.
- $15 | 30-Day Pass: Unlimited 1-hour rides for 30 days. Extra $4 per hour for rides over 1 hour.
- $100 | 365-Day Pass: Unlimited 1-hour rides for 365 days. Extra $4 per hour for rides over 1 hour.
- $5 / $50 | Reduced Fare 30-Day and 365-Day Pass for qualifying passholders.
- Unlock an e-bike: Extra $1

Both fare structures provide a simple, easy to understand system for all users; allow equitable access for users of varying income levels; reflect the true value of the system to users; create a financially responsible isystem in the long term; and encourage shorter trips.

5.3 Financial Transactions

Although Bike Transit’s IT department greatly emphasizes security, it is actually BCycle’s payment system that handles financial transactions, leading to distribution into a Bike Transit operating account. BCycle’s payment system accepts payments via credit card/debit card. Our security protocols are built upon two core pieces: P2PE encryption and hosted web payment/silent post. P2PE encryption and hosted web payment/silent post are provided by Creditcall Ltd., a PCI DSS 3.0 compliant payment system. The credit card readers in the BCycle system are P2PE (point to point encryption) card readers. This means that when a customer swipes a credit card, the credit card number is encrypted at the read head. An unencrypted credit card number is never processed, stored or transmitted by a kiosk or a BCycle server. Furthermore, BCycle does not have the decryption keys—only the payment processor has the decryption keys. Essentially, the kiosk is a neutral carrier of the P2PE exchange.

Similarly, Bike Transit does not collect or hold any credit card information from any users.

5.4 Revenues

Bike Transit will collect revenue from both kiosk transactions and website transactions using a secure interface and equipment provided by BCycle, processed by Credit Call. All revenue collected from the system, net of credit card and other merchant bank processing fees, will be held in a separate and distinct bank account not comingled with any other Bicycle Transit Systems funds. At least monthly, but as frequently as desired by RTC, all the net collected funds will be distributed via wire transfer to an account designated by RTC. A monthly reconciliation will be performed by Bicycle Transit accounting personnel to ensure and confirm that total revenue net of credit card collection fees is distributed to RTC timely and completely.

5.5 Data Management – REPORTING REQUIREMENTS

Data collection and reporting is a commitment and passion for Bike Transit and BCycle. Our two organizations collaborate deeply to provide each system – its public, the agency client and the local employees - with customized reports and data, as well as the autonomy to mine the information for specific data that analyze membership and usage and improve operational efficiency.

Following are the data and reports that Bike Transit will continue to provide. These can continually be refined during the contract period with RTC:
- Monthly reports: Bike Transit submits a detailed monthly report which includes data listed below. This report can be configured based on discussions and needs of RTC and is accessible online via Tableau.
- Dashboard: Information provided to RTC, customized data at RTC’s discretion. Data can include SLAs and other operating performance data, as well as membership and ridership.

Following is proposed monthly reporting information, but can be configured to RTC’s specific needs:
- Membership and Ridership (monthly) – by pass type, including new passes sold and lapsed
- Demographics (quarterly) – ethnicity, zip codes, household income, age, gender, by pass type
- Marketing (monthly) – events and promo codes
- Customer service (monthly) – calls, emails, response time for each, call duration, first call resolution
- Bike maintenance (monthly) – maintenance summary and bike inspection report
- Station maintenance (monthly) – maintenance summary, station inspection report, station ridership
- SLAs (monthly)
- Revenue by pass type (monthly)
- Incidents such as crashes (monthly)

Like all of our bike share systems, RTC Bike Share will continue to have an open, real-time data feed that allows for developers to pull bike share data with bike and dock inventory at every station. Data is available in JSON format (see https://bikeshare.rtcnv.com/map/json/) or in North American Bike Share Association GBFS format (https://gbfs.bcycle.com/bcycle_rtcbikeshare/gbfs.json).

6. Marketing
Bike Transit has significant experience across all levels of marketing. In addition, our experienced IT department has designed, hosted and maintained several system websites, including Las Vegas’ RTC Bike Share (www.bikeshare.rtcnv.com), Philadelphia’s Indego (www.rideindego.com) and Los Angeles’ Metro Bike Share (bikeshare.metro.net).

To generate high-quality marketing imagery that is representative of the service area, it is standard for Bike Transit to hire photographers for events and seasonal photo shoots, and to utilize Instagram takeovers to generate high-resolution photos owned by the system (which are royalty free and could be made available for media use).

Based on our experience operating RTC Bike Share, as well as bike share in Philadelphia and Los Angeles, most people learn about bike share by seeing stations and bikes on the street. Therefore, as RTC Bike Share continues to grow, the marketing strategy will rely on the following station location strategy:

- Locate the stations as visibly and most conveniently as possible for maximum walk-by traffic.
- Ensure station kiosk and ad panel content is compelling and highly visible, with clear calls-to-action.
- Experiential marketing events such as group rides, which begin and end at a station.

In addition to the key strategy of leveraging bike share station locations and content, Bike Transit will elevate the rider experience, activate ridership, and build loyalty through the following marketing tactics:

- Monthly email newsletter.
- Dedicated email campaigns, including promotions and system updates.
• Regular social media recommendations (Facebook, Twitter, and Instagram).
• Regular website updates for seasonal and promotional campaigns.
• Seasonal promo code campaigns.
• Utilize any unused on-station ad panels to advertise for bike share.
• Co-promotions with like-minded organizations.
• Regular passholder surveys.

Our marketing staff will be one Marketing Coordinator, with central support from the Bike Transit Marketing Director. The General Manager will continue to assist in marketing efforts as well.

7. Social Equity
Bike Transit is at the forefront of the national conversation about bike share and equity. In Philadelphia, our efforts have been recognized nationally. We created the first-ever cash based system to purchase passes in an automated manner; we pioneered a new pricing structure that lowered the barrier to entry for bike share by offering a monthly pass instead of solely a higher-priced annual pass; our imagery and channels in marketing emphasize diversity and inclusiveness in users of the bike share system; our analytics are using real-time data to define what equity in bike share means and analyzing success in reaching low-income populations and communities of color on a real-time basis; our technical work in Los Angeles helped make bike share easily accessible to millions of transit riders by creating the first “single card” bike share / transit system in the US; and we have successfully introduced reduced fare pass options in both Philadelphia and Los Angeles.

8. Ownership
An ownership model with RTC as the system owner is standard for Bike Transit. Our staff have worked in such a model since 2010, and continue to do so in Philadelphia, Los Angeles, and Las Vegas. Since we have a strong existing relationship with BCycle, working directly with them on spare parts and tools will create a seamless process for RTC.

9. Service Vehicles
As a matter of basic operation, Bike Transit procures, wraps, equips, maintains and insures vehicles for our bike share systems. Currently, we have 1 van and 1 electric cargo bike to operate RTC Bike Share. Bike Transit equips them with safety features to ensure protection of bicycle and safety of equipment and employees. All Las Vegas vehicles are and will be registered in the State of Nevada. Should expansion beyond 250 bikes occur, Bike Transit would add an additional vehicle.

10. Hours and Location of Work
Bike Transit will continue to operate the RTC Bike Share system 24/7/365. Our hours of employee presence will be 7am to 10pm; however, someone will always be on call on off hours. This is standard in all of our systems. We will continue to maintain a warehouse and office facility in downtown Las Vegas. Customer service support will continue to be available from 4am to 10pm.

11. Key Performance Indicators
Bike Transit strongly believes in key performance indicators to monitor and improve performance, and believe these indicators should be customer-oriented and reachable within a reasonable budget. We also believe in full transparency of RTC on these performance indicators. Our operations SOPs are tailored to these KPIs, and generally fall into the categories that RTC has proposed. Bike Transit has proposed the system’s current contracted KPIs, which are slightly different than those in this RFP.
7. ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

ORGANIZATIONAL CONFLICT OF INTEREST STATEMENT

Each entity that enters into a Contract with the Regional Transportation Commission of Southern Nevada (RTC) is required, prior to entering into such Contract, to inform the RTC of any real or apparent Organizational Conflict of Interest (OCI).

An OCI exists when a person or business entity has an unfair competitive advantage because of other activities or relationships with other persons. An OCI exists when any of the following circumstances arise:

1. **Lack of Impartiality or Impaired Objectivity** – when the supplier is unable, or potentially unable, to provide impartial and objective assistance or advice to the RTC due to other activities, relationships, contracts, or circumstances.

2. **Unequal Access to Information** – The supplier has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.

3. **Biased Ground Rules** – During the conduct of an earlier procurement, the supplier has established the ground rules for a future procurement by developing the specifications, evaluation factors, or similar documents.

The Bidder/Proposer warrants that, to the best of his/her/its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to an OCI. The Bidder/Proposer agrees that, if after award, an OCI is discovered, an immediate and full disclosure in writing must be made to the RTC, which must include a description of the action, which the successful supplier has taken to propose to take to avoid or mitigate such conflicts. If an OCI is determined to exist, the RTC may, at its discretion, cancel the contract award. If the successful supplier was aware of an OCI prior to the award of the contract and did not disclose the conflict to the Purchasing Representative, the RTC may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime supplier, and the terms “contract”, “supplier”, and “Purchasing Representative” modified approximately to preserve the RTC’s rights.

**Organizational Conflicts of Interest Prohibition and Non-Conflict Certification**

The undersigned on behalf of the Bidder/Proposer hereby certifies that the information contained in this certification is accurate, complete and current.

![Signature]

Alison Cohen

June 10, 2020

Typed or Printed Name
CEO
Title
Bicycle Transit Systems
Company Name
1330 North 5th Street, Philadelphia, PA 19122
Company Address
# 8. DISCLOSURE OF OWNERSHIP/PRINCIPALS

## Type of Business:
- [ ] Individual
- [ ] Partnership
- [ ] Limited Liability Company
- [x] Corporation
- [ ] Trust
- [ ] Other

## Business Name:
Bicycle Transit

## Business Address:
1330 North Fifth
Philadelphia PA

## Business Telephone:
267-428-2453

### Disclosure of Ownership and Principals:
All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. “Business entities” include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations. Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>CEO</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alison</td>
<td>Cohen</td>
<td>CEO</td>
</tr>
<tr>
<td>Bob</td>
<td>Burns</td>
<td>Director</td>
</tr>
</tbody>
</table>

For Real Property Transactions, pursuant to NRS 244.2795.1(b), (c), and 3, list all sources of income that may constitute a conflict of interest and any relationship with the real property owner or the owner of an adjoining real property:


I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Alison Cohen, CEO

Signature / Capacity

June 10, 2020

Print Name

Date
# APPENDIX 1 (1 OF 2)

## BICYCLE TRANSIT SYSTEMS, INC.

### RTC BIKE SHARE

### RECONCILIATION OF REVENUE TO CASH DEPOSITS

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</thead>
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<tr>
<td><strong>REPORTED REVENUE</strong></td>
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<tr>
<td>Bicycle Revenue</td>
<td>5,704.00</td>
<td>7,575.00</td>
<td>9,303.00</td>
<td>33,911.00</td>
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<tr>
<td><strong>TOTAL REPORTED REVENUE</strong></td>
<td><strong>5,704.00</strong></td>
<td><strong>7,575.00</strong></td>
<td><strong>9,303.00</strong></td>
<td><strong>33,911.00</strong></td>
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### RECONCILIATION TO CREDITCALL

**Reported Revenue Reconciling Items**

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<thead>
<tr>
<th>Description</th>
<th>1/31/2020</th>
<th>2/29/2020</th>
<th>3/31/2020</th>
<th>4/30/2020</th>
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</thead>
<tbody>
<tr>
<td>Less: Test Transactions</td>
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<tr>
<td>Less: Denied/Unrecoverable Transactions</td>
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<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Less: Current Month Unsettled Transactions</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Plus: Prior Month Unsettled Transactions</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Reconciling Items</strong></td>
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**CreditCall Settled Transactions Reconciling Items**

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<tr>
<th>Description</th>
<th>1/31/2020</th>
<th>2/29/2020</th>
<th>3/31/2020</th>
<th>4/30/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less: Refunds Directly in CreditCall</td>
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<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Plus: Previously Unsettled Transactions</td>
<td>10.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Reconciling Items</strong></td>
<td>-</td>
<td>10.00</td>
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**Projected Settled CreditCall Transactions**

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</thead>
<tbody>
<tr>
<td>Total Settled Transactions Per CreditCall</td>
<td>5,704.00</td>
<td>7,575.00</td>
<td>9,303.00</td>
<td>33,911.00</td>
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<td><strong>Difference</strong></td>
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### RECONCILIATION TO MERCHANT DEPOSITS

**CreditCall Settled Transactions Reconciling Items**

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<th>3/31/2020</th>
<th>4/30/2020</th>
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</thead>
<tbody>
<tr>
<td>Plus: Prior Month Revenues in Transit</td>
<td>167.00</td>
<td>65.00</td>
<td>334.00</td>
<td>373.00</td>
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<td>Less: Current Month Revenues in Transit</td>
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<td>(334.00)</td>
<td>(373.00)</td>
<td>(3,276.00)</td>
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<td>102.00</td>
<td>(269.00)</td>
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**Projected Merchant Deposits**

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<tbody>
<tr>
<td>Total Deposits Per ClientLine</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Deposits Per Chase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Deposits Per AMEX</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Merchant Deposits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Difference</strong></td>
<td></td>
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### RECONCILIATION TO BANK DEPOSITS

**Clientline Deposits Reconciling Items**

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<th>Description</th>
<th>1/31/2020</th>
<th>2/29/2020</th>
<th>3/31/2020</th>
<th>4/30/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plus: Prior Month Revenues in Transit</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Less: Current Month Revenues in Transit</td>
<td>-</td>
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<tr>
<td><strong>Total Reconciling Items</strong></td>
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**Chase Deposits Reconciling Items**

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<th>Description</th>
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<th>3/31/2020</th>
<th>4/30/2020</th>
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<tbody>
<tr>
<td>Plus: Prior Month Revenues in Transit</td>
<td>61.00</td>
<td>164.00</td>
<td>420.00</td>
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<td>(420.00)</td>
<td>(281.00)</td>
<td>(3,582.00)</td>
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<td><strong>Total Reconciling Items</strong></td>
<td>(103.00)</td>
<td>(256.00)</td>
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**AMEX Deposits Reconciling Items**

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<th>4/30/2020</th>
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</thead>
<tbody>
<tr>
<td>Plus: Prior Month Revenues in Transit</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Less: Current Month Revenues in Transit</td>
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<tr>
<td><strong>Total Reconciling Items</strong></td>
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**Projected Bank Deposits**

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<tr>
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<tbody>
<tr>
<td>Total</td>
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<tr>
<td><strong>Difference</strong></td>
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Rx
## APPENDIX 1 (2 OF 2)

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<th></th>
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<tbody>
<tr>
<td>BoA Merchant Deposits</td>
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<tr>
<td>Chase Merchant Deposits</td>
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<td>6,819.00</td>
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<td>AMEX Merchant Deposits</td>
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<td>241.00</td>
<td>197.00</td>
<td>1,409.00</td>
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<td><strong>Total Deposits per Bank Statement</strong></td>
<td><strong>5,703.00</strong></td>
<td><strong>7,060.00</strong></td>
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### BANK RECONCILIATION

<table>
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<tbody>
<tr>
<td><strong>Beginning Balance</strong></td>
<td>1,000.00</td>
</tr>
<tr>
<td>Additions</td>
<td></td>
</tr>
<tr>
<td>Deposits</td>
<td>5,703.00</td>
</tr>
<tr>
<td>Account Fee Reversals</td>
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<tr>
<td>Chargeback Reversals</td>
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<tr>
<td><strong>Total Additions</strong></td>
<td>5,703.00</td>
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<table>
<thead>
<tr>
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<th>Fr Tab 4</th>
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</thead>
<tbody>
<tr>
<td>Fees and Chargebacks</td>
<td></td>
</tr>
<tr>
<td>Chargebacks</td>
<td>(22.00)</td>
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<tr>
<td>CreditCall Fees</td>
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<td>BoA Interchange Fees</td>
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<tr>
<td>Chase Merchant Fees</td>
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<tr>
<td>AMEX Merchant Fees</td>
<td>(20.53)</td>
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<td>Account Analysis Fee</td>
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<td><strong>Total Fees and Chargebacks</strong></td>
<td>(513.48)</td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Wires to RTC</td>
<td>(5,189.52)</td>
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<tr>
<td><strong>Projected Ending Balance</strong></td>
<td>1,000.00</td>
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<thead>
<tr>
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<tr>
<td><strong>Ending Balance per Bank Statement</strong></td>
<td>1,000.00</td>
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<thead>
<tr>
<th></th>
<th>Rx</th>
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</thead>
<tbody>
<tr>
<td>Difference</td>
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