



The Reno-Sparks Convention & Visitors Authority is soliciting a
Request for Proposals for
**Management and Operation of the
Wildcreek Golf Course**

RFP #2018-06

*Released by Robert Chisel, Director of Finance
(Thursday, February 1, 2018)*

The Point of Contact is Robert Chisel, Director of Finance at (775) 827-7626,
Fax (775) 827-7678, or e-mail rchisel@RenoTahoeUSA.com.

**All questions or additional information concerning the RFP document must
be submitted to the point of contact. No communication to any staff or
Board Member of the Reno-Sparks Convention & Visitors Authority in regards
to this RFP is allowed, except the Point of Contact.**

SUBMISSION DATE AND TIME: Thursday, March 1, 2018 (2:00pm (PST))



TABLE OF CONTENTS

I.	INTRODUCTION	4
II.	SCHEDULE	5
III.	SUBMISSION OF RESPONSE	6
IV.	PROPOSER'S CHECKLIST	7
V.	PROPOSER INFORMATION	8
	A. Company Information	8
	B. Company Background	9
	C. Insurance Information	9
	D. Disclosure of Principals	10
	E. Exceptions	11
VI.	GENERAL TERMS & CONDITIONS	12
	A. The bidder agrees that	12
	B. Addenda	12
	C. Advertisements, Product Endorsements	12
	D. Annual Appropriation of Funds	13
	E. Brand Names	13
	F. Business License Requirement	13
	G. Compliance	13
	H. Confidential Information	13
	I. Conflict of Interest	14
	J. Default of Agreement	14
	K. Disputes	14
	L. Document Ownership	15
	M. Document Submittals	15
	N. Evaluation And Recommendation, Selection And Agreement	15
	O. Exceptions	16
	P. Indemnification	16
	Q. Insurance	17
	R. Items Offered	18
	S. Late Bids, Modifications, or Withdrawals	18
	T. Lawful Performance	18
	U. Litigation Warranty	18



V.	Non-Discrimination	19
W.	Open Meeting Law	19
X.	Prevailing Wages.....	19
Y.	Protests.....	19
Z.	Signature.....	21
AA.	Submission of Responses	21
BB.	Tax Exemption.....	22
CC.	Venue	22
DD.	Withdrawal of Bids/Proposals	22
VII.	EVALUATION CRITERIA	22
VIII.	DEFINITIONS AND PROPOSAL AGREEMENT CRITERIA	23
A.	Proposal Agreement Criteria	23
IX.	DETAILED SCOPE OF WORK.....	24
A.	Proposal Goals	24
B.	Proposal Minimum Qualifications.....	24
C.	Performance Reporting	24
D.	Dates/Hours of Operation	25
E.	Minimum Standards.....	25
F.	Licenses and Permits	25
X.	PROPOSAL RESPONSES	25
	Tab A – Bidder Qualifications	25
	Tab B - Financial Statement	26
	Tab C - Client List/History	26
	Tab D – Marketing Plan	26
	Tab E – Operations and Management	26
	Tab F – Fee Proposal.....	27
	Tab G – Understanding of Potential Changes to Wildcreek	27
XI.	ATTACHMENT A	28
A.	Wildcreek Golf Course – Annual Financials and Budget	28



I. INTRODUCTION

The Reno-Sparks Convention and Visitors Authority (“Authority”) is currently accepting sealed responses from qualified Proposers (a “Proposer”) for the provision of services, as set forth in this **Request for Proposal 2018-06**.

The Authority, an independent governmental entity, was established in February 1959 as the Washoe County Fair and Recreation Board. The Authority owns and/or operates the Reno-Sparks Convention Center, Reno Events Center, National Bowling Stadium, Reno-Sparks Livestock Events Center, and Wildcreek Golf Course. The Authority is the operating instrumentality in the Washoe County area for promoting conventions, tourism, and outdoor recreation.

The Authority seeks the services of an experienced and well-respected Proposer to operate the Wildcreek Golf Course (Wildcreek).

Wildcreek is located at 3500 Sullivan Lane, Sparks, Nevada, and is on 212 acres, with a 27-hole golf course, which is composed of an 18-hole par 72, 7,047 yard course, and a 9-hole par 27, 1,420 yard course. The Wildcreek includes a clubhouse, bar & grill, full pro shop, and practice facility.

The Authority is intending to enter into an agreement for the management and operation of Wildcreek until such time as the Washoe County School District assumes ownership of an estimated seventy-five (75) acres of the parcel. At such time, ownership of Wildcreek will be transferred to Washoe County and Washoe County will be assigned the agreement for the management and operation of Wildcreek.

The Authority, Washoe County, and the Washoe County School District have agreed to high level terms for the sale of approximately 75-acre portion of the Wildcreek to the Washoe County School District for a new high school. Staffs for the Authority and Washoe County are defining the specifics of the final sale, which is expected to take place sometime in late calendar year 2018.

The Washoe County School District is intending to build a new 2,500-seat high school on the 75 acre portion. The proposed campus at Wildcreek is set to open in time for the 2021-22 school year. The land is jointly owned by the Authority and Washoe County, but it is agreed that the property is owned by the Authority. When the final sale happens, the RSCVA will transfer ownership to Washoe County, who will then sell the approximately 75-acre portion to the school district.

This will result several changes to the current ownership and physical layout of Wildcreek. With the sale of the 75-acre parcel to the Washoe County School District the following events may occur:

- Require de-commissioning of the existing 18-hole course and driving range, and assistance in planning related to a potential new driving range location and



possible reconfiguration of additional holes as necessary for a sustainable practice course;

- The clubhouse, and associated buildings, will likely remain;
- The 9-hole par 27 course will likely remain in its current configuration;
- There may be impacts to operations, irrigation and other facilities as the construction of the new high school occurs;
- Washoe County will assume ownership of the remaining 137-acres and all golf and other facilities and equipment;
- Washoe County will assume the agreement for the management and operation of Wildcreek; and
- Washoe County will use any proceeds from the sale of the 75-acre parcel for public purposes on the remaining 137-acre parcel.

Information on the transaction can be obtained by viewing and reading the actions taken by the Washoe County Commission and the Authority Board on December 12, 2017, at www.washoecounty.us, under Board of County Commissioner/Meetings.

II. SCHEDULE

Request for Proposals Available	Thursday, February 1, 2018
Written Questions Due (if any)	Friday, February 16, 2018 5:00 PM
Written Responses to Questions Issued	Wednesday, February 21, 2018
Responses Due	Thursday, March 1, 2018 2:00 PM
Opening Time	Thursday, March 1, 2018 2:10 PM

Any irregularities or lack of clarity in this RFP should be brought to the attention of the Point of Contact prior to or on the date for Written Questions set forth in this Section for correction or clarification.

Any addenda to this RFP issued will forthwith become an integral part of this RFP. Proposer is required to acknowledge receipt of same by signing and returning the addenda in its response.



III. SUBMISSION OF RESPONSE

Proposer will submit its response to this RFP on the letterhead of its company, Proposer establishment, corporation, etc. attached to the original RFP 2018-06 document. Proposer will sign and return the ENTIRE RFP DOCUMENT marked as **ORIGINAL**, with five (5) duplicate copies, together with any addenda.

Responses will be enclosed in a sealed envelope addressed to:

Reno-Sparks Convention and Visitors Authority
Finance Department
P.O. Box 837
Reno, NV 89504-0837

Or delivered to:

Reno-Sparks Convention and Visitors Authority
Finance Department (located at the Reno Town Mall)
4001 S. Virginia Street
Suite G
Reno, NV 89502

Response envelope must indicate name and address of Bidder, RFP number, and opening date.

In order for a response to be considered it will be mandatory that the response be in conformance with the terms and conditions of this RFP.



IV. PROPOSER’S CHECKLIST

Proposers are instructed to complete and return the following items in order for their proposals to be complete. Failure to return all the items may result in your proposal being declared “non-responsive.”

Proposer Information Requirements		Page	Completed
A	Company Information	9	<input type="checkbox"/>
B	Company Background	9	<input type="checkbox"/>
C	Insurance Information	9	<input type="checkbox"/>
D	Disclosure of Principles	11	<input type="checkbox"/>
E	Exceptions	11	<input type="checkbox"/>
Proposal Responses Requirements			
Tab A	Bidder Qualifications	25	<input type="checkbox"/>
Tab B	Financial Statements	26	<input type="checkbox"/>
Tab C	Client List/History	26	<input type="checkbox"/>
Tab D	Marketing Plan	26	<input type="checkbox"/>
Tab E	Operations and Management	26	<input type="checkbox"/>
Tab F	Fee Proposal	27	<input type="checkbox"/>
Tab G	Understanding of Potential Changes to Wildcreek	27	<input type="checkbox"/>
Submission Document Type Requirements			
A	One Original Hard Copy		<input type="checkbox"/>
B	Five Duplicates		<input type="checkbox"/>
C	One master CD/Flash Drive		<input type="checkbox"/>



V. Proposer Information

The following information must be completed, either typed or printed, and returned with the bid in accordance with the General Conditions contained herein.

A. Company Information

Company Name:
Contact Name:
Address:
City, State Zip Code:
Telephone Number:
Facsimile Number:
E-Mail:

In compliance with this Request for Proposal and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if Bid is accepted, to furnish any or all of the items or services listed herein at the fees and terms stated. I also acknowledge receipt of 28 pages of this Request for Proposal.

Signature:
Print Name:
Title:
Date:



B. Company Background

Has your company ever failed to complete any contracts awarded to it?
No___ Yes___ (If yes, please provide details.)

Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No___ Yes___ (If yes, please provide details.)

Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers relating to the performance of a public contract? No___ Yes___ (If yes, please provide details.)

Does your company now employ any officers or principals who were with another Proposer when that company failed to complete a contract within the last five years? No___ Yes___ (If yes, please provide details.)

Has your company had a contract partially or completely terminated for default (cause) within the past five years? No___ Yes___ (If yes, please provide details.)

Has your company been found non-responsible on a government bid within the last five years? No___ Yes___ (If yes, please provide details.)

C. Insurance Information

To be issued upon Notification of Award

Insurance Agent:
Telephone Number:



D. Disclosure of Principals

Company Name:
Address:
City, State Zip Code:
Telephone Number:
Federal Tax Id Number:

Names of Officers or Owners of Concern, Partnership, Etc.

Individual's Name:
Official Capacity:

Individual's Name:
Official Capacity:

Individual's Name:
Official Capacity:

Individual's Name:
Official Capacity:

Individual's Name:
Official Capacity:

If further space is required, please attach additional sheet(s).



E. Exceptions

Does the Proposer take exception to any of the terms and conditions of this RFP and attachment thereto. Yes____No____. If yes, please indicate the specific nature of the exception or clarification in the space provided below. Attach additional sheet(s) if necessary.



VI. General Terms & Conditions

A. The bidder agrees that

Proposer has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and

Proposer will enter into a written Agreement and furnish the item(s) or complete the work in the time specified, and in strict conformity with the Authority specifications for the prices quoted.

No communication to any other staff or Board Member of the Authority in regard to this RFP is allowed, except through the designated point of contact, and any such communication initiated by the Proposer may result in a disqualification of the Proposer.

Note: Proposer is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid (RFB), request for proposal (RFP), request for information (RFI) or Request for Proposal (RFP). A Proposer may also be referred to as a bidder, contractor, supplier or vendor.

The use of the title "Proposer", "Vendor", "Contractor", or "Consultant" within this solicitation document and any resulting Agreement shall be deemed interchangeable and shall refer to the person or entity with whom the Authority is soliciting and/or contracting for the service or product referenced within the bid document.

B. Addenda

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each Proposer shall ascertain whether or not any addenda have been issued, and failure to acknowledge any such addenda may render the bid invalid and result in its rejection.

All potential Proposers are responsible for monitoring the Authority website regarding the availability of new bid documents or addenda (where applicable). The Authority will not be responsible for the results of any potential failures in automatic notification systems to potential Proposers or plan holders with respect to these documents and will not adjust bid schedules or requirements due to any potential failures of those systems.

C. Advertisements, Product Endorsements

Authority employees are prohibited from making endorsements, either implied or



direct, of commercial products or services without written approval of the Authority President/CEO.

D. Annual Appropriation of Funds

In the event the Authority fails to obligate requisite funds for the ensuing fiscal year(s) for payment of amounts due against an agreement resulting from this Request for Proposal, necessitating cancellation of the Agreement, the successful Proposer(s) shall agree to hold the Authority free from any charge or penalty.

E. Brand Names

The herein contained technical information shall in no manner be construed as restrictive as to the manufacturer, process or point of origin. References appearing restrictive shall be deemed inadvertent or employed as a descriptive device to delineate as to the quality, or configuration.

Offers made as an alternate to those specified shall be given consideration in the evaluation process provided said alternatives shall be fully described using brochures, specifications, literature, or any combination thereof, accompanying and deemed an integral portion of the Proposer's response.

The Authority shall solely determine the acceptability of all offerings.

F. Business License Requirement

All companies doing business with the Authority are required to obtain and maintain a current business license from the appropriate jurisdiction prior to the commencement of work. Proposer(s) awarded an Agreement resulting from this bid shall be required to obtain a current business license if they do not already possess one.

G. Compliance

All material and work performed shall comply with standing Federal, State, and Local Codes and Regulations, including but not limited to Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act, the Equal Pay Act, the Fair Labor Standards Act, the Rehabilitation Act of 1974, the Family Medical Leave Act ("FMLA"), Age Discrimination in Employment Act, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Consolidated Omnibus Budget Reconciliation Act of 1985, Occupational Safety and Health Act, etc.

H. Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the Proposer as such. It may then be protected and treated with confidentiality



only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

I. Conflict of Interest

No Authority employee or member of the employee's immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- Are negotiating for or have an arrangement concerning prospective employment with Proposer. The Proposer warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest.

J. Default of Agreement

In case of default by the successful Proposer, the Authority may procure the product(s) or service from other sources and hold the Proposer responsible for any excess cost occasioned thereby.

If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper adjustment in price.

Default by the Proposer in any manner including failure or refusal to furnish any product(s) or service at the price and/or the time specified may be considered cause to commence with proceedings against any surety held, or assess a penalty equal to five (5) percent of the total proposal price.

K. Disputes

All disputes under this proposal shall be submitted to binding arbitration in accordance with the procedures of the Commercial Rules of the American Arbitration Association and judgment of the arbitrator shall be binding as a final judgment and shall be entered by a court of competent jurisdiction. Such arbitration shall be conducted in Washoe County, Nevada. The procedures specified herein shall be the sole and exclusive procedure for resolution of disputes arising out of, or relating to this proposal except those instances otherwise overseen by the governing law of the State of Nevada.

L. Document Ownership

All technical documents and records originated or prepared pursuant to this Agreement, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the Authority and may be copyrighted by the Authority. Proposer assigns all copyrights to Authority by undertaking this agreement.

M. Document Submittals

It should be noted that the documents submitted by prospective Proposers are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any Proposer's information to competing Proposers prior to the award of the proposal.

Upon award of the Agreement, the executed Agreement and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

N. Evaluation and Recommendation, Selection and Agreement

Authority Staff shall review and may provide a shortlist of two to three responders that it determines to be the most qualified, in the Authority's sole discretion. The Authority will analyze the bids and the award will be made to the lowest, responsive and responsible Proposer whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the Authority, with price and other factors considered. Factors to be considered may include, but are not limited to: Proposer's past performance that best suits the needs of the Authority, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the Authority and any other factors which will result in the optimum economic benefit to the Authority. The Evaluation Criteria will be contained in the Scope and Requirements Section.

The Authority staff will request a presentation and interview prior to making a final recommendation to the Authority Board of Directors. Upon review and approval of the recommendation by the Authority Board of Directors, Agreement negotiations will commence with the top ranked finalist.

The Authority reserves the right to reject any or all qualifications, and to waive any informalities or irregularities.

The Authority reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of an Agreement pursuant hereto.



The Authority reserves the right to hold responses for a period of ninety (90) days from the date of opening before awarding or rejecting said responses.

Severability exists with regard to acceptance or rejection of any item, group of items, or section unless the Proposer has stipulated specific limitations.

Once a final selection has been made as described above, the Authority will work with the Proposer on preparing an Agreement (the "Agreement") for execution, which will set forth the terms and scope of the engagement of the selected Proposer, including, but not be limited to, the terms set forth in this RFP. If the Authority and the selected Proposer have not executed a negotiated agreement within fifteen (15) business days after selection by the Authority, the Authority may terminate negotiations with that selected Proposer and may initiate negotiations with an alternative Proposer on the shortlist.

The Authority may assign the agreement to Washoe County.

It will be recommended that the award be made to the Proposer the Authority deems best suited to fulfill the requirements of the project described in this RFP. The Authority reserves the right to select a company based on objective and/or subjective evaluation criteria.

The notification of selection and full execution of the Agreement will be the successful Proposer's authorization to commence services as specified in this RFP.

Upon notification of selection and full execution of the Agreement, the Proposer selected must be duly licensed to conduct business in the State of Nevada, Washoe County and the Authority of Reno or the Authority of Sparks. Proof of certificates, licenses, and permits must be submitted to the Authority Finance Department before work can begin. Cost of all required certificates, licenses, and permits are the responsibility of the Proposer.

O. Exceptions

A Proposer deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the Proposer shall propose to perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

P. Indemnification

The Proposer hereby agrees to indemnify and to save and hold harmless the Authority and their agents from any and all claims, actions, costs, expenses, (including attorney's fees), liability, damages or payments incurred by reasons of any bodily injury including death or property damage resulting from the Proposer's



operations, and from any and all claims, actions, costs, expenses (including attorneys' fees and costs), liability, damages or payments from any and all employees, former employees, independent contractors or other workers of Proposer.

Q. Insurance

The Agreement contemplated by this RFP will require that the successful Proposer shall procure and maintain, at its sole expense the following minimum insurance coverage:

Commercial General Liability. Commercial General Liability at least as broad as Insurance Services Office policy form CG 00 01 12/07, or equivalent, providing coverage on an occurrence form for Bodily Injury, Property Damage, Liquor Liability, Independent Proposers, Personal Injury, Broad Form Property Damage, Broad Form Contractual Liability and Medical Payments. The limits of liability shall not be less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate for both bodily injury and property damage.

The policy shall include the Authority and its agents, beneficiaries, partners, employees, the County of Washoe, and the Authority as additional insureds with coverage at least as broad as Insurance Services Office (ISO) endorsement form CG 20 26 07/04.

The policy shall provide that coverage is provided on a primary basis, not excess or contributing with or secondary to any other insurance as may be available to the additional insureds.

Automobile Liability. Automobile Liability at least as broad as Insurance Services Office Business Auto Coverage Form CA00 01, or equivalent, providing coverage for Bodily Injury and Property Damage resulting from the ownership, maintenance or use of any auto, whether owned, rented or hired or non-owned. The limit of liability shall not less than One Million Dollars (\$1,000,000) combined single limit (CSL) for bodily injury and property damage.

Workers' Compensation and Employer's Liability. Workers' Compensation at least as broad as National Council on Compensation Insurance (NCCI) policy form WC 00 00 00 B 07/11, or equivalent, providing coverage meeting the requirements of the Workers' Compensation law of the State of Nevada. To the extent such waivers are obtainable from the insurance carriers, the policy shall include an endorsement waiving the insurance company's rights of subrogation against the Authority, its agents, beneficiaries, partners, employees, the County of Washoe, and Authority of Reno. This endorsement shall be at least as broad as National Council on Compensation Insurance (NCCI) Waiver of Our Right to Recover from Others Endorsement form WC 00 03 13 with a revision date of



January 2004.

Property. Property insurance on an All-Risk or Special Form providing coverage for personal property of the Proposer.

Blanket Employee Dishonesty Coverage. The coverage for Blanket Employee Dishonest Coverage for funds or property held by the Proposer on behalf of the Authority.

Form of Coverage. All such insurance maintained by the Proposer shall be: issued by insurance companies authorized to do insurance business in the State of Nevada, issued by insurance companies with current A.M. Best financial ratings of at least A X or better satisfactory in form and substance to Authority.

R. Items Offered

If the item offered by the Proposer has a trade name, brand and/or catalog number, such shall be stated in the bid. If the Proposer proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, Proposer must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

S. Late Bids, Modifications, or Withdrawals

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

Within the scope of this proposal, the Authority shall be held harmless in any and all transactions between the Proposer and the other participating governmental entities.

T. Lawful Performance

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

U. Litigation Warranty

The Proposer, by bidding, warrants that Proposer is not currently involved in litigation or arbitration concerning the materials or Proposer's performance concerning the same or similar material or service to be supplied pursuant to this Agreement of specification, and that no judgments or awards have been made against Proposer on the basis of Proposer's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the



Authority in the bid. Disclosure may not disqualify the Proposer. The Authority reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require Proposer to furnish the Authority with a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by the Authority in a sum equal to one hundred percent (100%) of the Agreement price conditional on the faithful performance by Proposer of the Agreement in the event the bid is awarded to Proposer, notwithstanding the litigation or arbitration.

V. Non-Discrimination

No Proposer providing a service, program or activity to the public on behalf of the Authority shall discriminate against any person because of sex, race, color, creed, national origin or disability, and shall comply with the Americans with Disability Act and Authority's policies pursuant thereto when providing said service, program or activity.

The Authority is an Affirmative Action/Equal Opportunity Employer. Proposers shall be cognizant of the requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

W. Open Meeting Law

NRS 241 provides that public business will be conducted in open meeting.

X. Prevailing Wages

Proposer is responsible for complying with all applicable local, State and Federal wage laws, whether or not specifically cited in this bid document.

Per NRS Sections 338.020 through 338.090, certain projects defined as "public works" require the payment of the prevailing wage as determined by the Labor Commissioner. Generally speaking, projects/contracts for construction of a public work valued at less than \$250,000 are exempt from the prevailing wage requirement (NRS 338.080). Proposer shall be fully aware of the prevailing wage requirements of the State of Nevada as detailed in NRS Chapter 338 and price their bid response accordingly, where applicable.

Y. Protests

Pre-Opening Protests: Any protest based upon restrictive specifications or alleged improprieties by the Authority, which are apparent prior to proposed opening including, without limitation, these protest procedures, shall be submitted to the Authority at least seven (7) days prior to the submission opening date. Three (3) copies of any pre-opening protests must be delivered to Reno-Sparks



Convention & Visitors Authority, 4001 South Virginia Street, Suite G, Reno, Nevada 89502, Attention: Jeff Jensen. All protests must be in writing to be considered, and shall specify in detail the grounds for the protest and the facts and law supporting the protest. All pre-opening protests will be resolved by the Authority prior to the submission opening. The Authority Finance Department will issue a written decision specifying the grounds for granting or denying the pre-opening protest. If a protest is granted, the proposed opening date may be postponed and an Addendum issued or, at the sole discretions of the Authority, the Authority may cancel the bid. If the protest is denied, submissions will be received and opened on the scheduled opening date in the same manner as if no protest had been filed.

Appeal by Unsuccessful Proposer: Any protest from an unsuccessful proposer must be submitted prior to award by the Board as established in NRS 332.068. Proposer must submit a written appeal in accordance with the requirements set forth herein to the Finance Department within five business days from the date of the letter notifying of intent to award.

The appellant must post a bond with the written appeal with good and solvent surety authorized to do business in the State of Nevada in an amount equal to 25% of the value of the contract in order to have their appeal heard by the Board. Any and all bonds are subject to the approval of the Board's Attorney. In the event the appeal is not upheld by the Board, a claim may be made against the bond in an amount equal to the expenses incurred and other monetary losses suffered by the Authority because of the unsuccessful appeal.

The route of appeal is the Director of Finance then the President/CEO, or designee, and must be followed sequentially. No RFP protests will be heard by the Board unless the proposer has followed the appeal process route.

Claims Against Protest Bonds:

The Authority shall not make a claim upon any bond or other security unless and until the basis of that claim is considered and approved by the Board. The Authority may:

- Claim its regular staff time and costs in processing, considering and/or defending against an award protest.
- Claim any necessary extraordinary staff overtime incurred in processing, considering and/or defending against an award protest.
- Claim the Authority's Attorney time and costs in processing, considering and/or defending against an award protest.
- Claim any resulting fees and costs incurred to any independent contractors, consultants or contracted attorneys utilized in processing, considering and/or defending against an award protest.
- Claim any lost expenditure savings, lost revenue and other consequential financial damages resulting from the protest's automatic stay of the award of a Agreement to a selected solicitation response.



- Claim any lost gifts, lost grants or other lost government or private financial participation resulting from any delay caused by the protest's automatic stay of the award of an Agreement to a selected solicitation response.

Protest Bond Risk Inquiry—Procedure:

As soon as possible after an award protester has posted a protest bond or other security, the soliciting Authority department or agency shall provide a written non-binding estimate of the basis of potential claims unique to the circumstances of the Agreement award(s) stayed by the protest, without disclosing any bid information that must remain confidential until an award decision is final. From this estimate, the protester shall be responsible for calculating the risk(s) of proceeding with a protest to a final decision by the Board. A protester may withdraw a protest in writing at any time prior to a decision of the Board, but any withdrawal more than seven (7) calendar days after the issue date of the Authority's estimate of the basis of potential claims shall, upon Board's approval of the claims, be subject to claims against the bond or other security of the withdrawing protestor prior to its return to the protester.

Z. Signature

All bids shall be signed and the title and Proposer name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

AA. Submission of Responses

The Authority assumes no responsibility for errant delivery of responses, including those relegated to a courier agent who fails to deliver in accordance with the submission time/date and address requirements.

The Authority will not be responsible for the premature opening of responses, which are not properly addressed or identified.

The Authority will not accept a response submitted by telephone, telegraphic notice, facsimile, or e-mail.

Proposer will furnish the required information typed or written in ink.

The person signing the response must initial erasures or other changes in ink.

In the space provided, a duly authorized representative of the Proposer will sign this RFP document. (Page #9)

Proposer will proofread its response carefully for errors.



The Authority is not liable for any costs incurred by Proposer prior to entering into the final Agreement. Costs of developing the qualifications or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the Authority.

Response information shall be kept confidential pending subsequent evaluation and negotiation. Response contents shall only be released once the agenda has been posted for award consideration of an Agreement by the Board of Directors.

The Authority reserves the right to negotiate any terms and conditions of responses received prior to acceptance/rejection of said response or Agreement resulting from response.

The Proposer will complete the response in the form and order as outlined in Proposer's Checklist.

BB. Tax Exemption

The Authority is a tax exempt public entity and is not generally subject to federal excise, state, or local taxes. The Authority is specifically limited in its payment of sales tax per NRS 372.325. No additional taxes may be added or "passed through" as a result of any agreement.

CC. Venue

This agreement shall be governed by and interpreted according to the laws of the State of Nevada, and venue for any proceeding shall be in Washoe County

DD. Withdrawal of Bids/Proposals

Bids/Proposals may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid/proposal may also be withdrawn in person by a Proposer, or Proposer's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

VII. EVALUATION CRITERIA

Authority Staff shall review and provide a recommended Proposal to the Board for award of an Agreement that it determines to be the most qualified, in the Authority's sole discretion. The Authority will consider the following factors, none of which will, standing alone, be conclusive:



1. Quality and completeness of the submitted proposal and demonstrated understanding of the Scope of Work.
2. Experience and capability in the operation, management and maintenance of golf courses.
3. Potential for income to the Authority/County.
4. Financial strength and ability to sustain successful operation of the golf course.
5. Operational capabilities and experience in the ability to provide/manage golf professional services, including but not limited to, teaching golf, merchandising, leadership and image, food and beverage services and a commitment to customer service.
6. Value and innovation of ideas proposed for the operation of the golf course.
7. Staffing and operational plans that demonstrate a strong commitment to provide the highest quality golfing experience possible to golfing patrons.
8. Marketing plan for promotion of Washoe Golf Course

Upon review and approval of the recommendation by the Authority Board, Agreement negotiations will commence with the top ranked finalist.

VIII. DEFINITIONS AND PROPOSAL AGREEMENT CRITERIA

A. Proposal Agreement Criteria

The Authority will award the Agreement to the Proposer the Authority deems best suited to fulfill the requirements of the project described in this RFP.

The Authority reserves the right to select a company based on objective and/or subjective evaluation criteria.

1. The term of the Agreement is anticipated to commence on or before April 1, 2018, through June 30, 2022. The Agreement may be extended for an additional two (2) three (3) year terms.
2. The Agreement will commence upon the completion of the successful negotiations between the Authority, Washoe County, and the Proposer.
3. All Equipment currently in the Facilities remains for use by the Proposer. The Authority does not guarantee the working condition of the Equipment.
4. All Pro Shop inventory will be transferred at cost to the Proposer.

It is anticipated that prior to the final transfer of a portion of the Wildcreek to the Washoe County School District, the successful proposer, the Authority, and Washoe County will meet and in good faith discuss and negotiate any changes to the Agreement necessitated on the transfer to the Washoe County School District.

The Wildcreek budget for the current year and actual expenditures for the prior six years are provided in Attachment A. Any additional information regarding



budget or revenue may be made available upon request.

IX. DETAILED SCOPE OF WORK

At the conclusion of the RFP process, the Authority may enter into an Agreement for services to operate Wildcreek with a selected Proposer subject to the approval of the Board, and upon transfer of Wildcreek to Washoe County, Washoe County may assume the Agreement. Washoe County has the right to amend the Agreement as necessary to accommodate and address the sale to the Washoe County School District.

A. Proposal Goals

The Proposer shall have the exclusive right and license at Wildcreek to operate and manage all parts of Golf Course. To operate and manage Golf Course as Contractor deems appropriate by implementing all policies and procedures and to perform any act deemed necessary or desirable for the operation and management of Golf Course; maintain all the golf course property, operate, manage and supervise daily play, golf shop, food and beverage services, driving range and putting practice greens, maintenance facilities, club house and infrastructures on the property; provide lessons, choose and maintain all play and maintenance equipment, advertise and promote public play and the sale of merchandise and services. With an obligation to work cooperatively with Washoe County upon the sale to Washoe County School District.

B. Proposal Minimum Qualifications

The Proposer shall have a minimum of five (5) years of experience in providing golf course professional service operations, which include restaurant and bar operations and golf course maintenance at a golf facility similar in size and rounds to Wildcreek. The Proposer will provide all staff for the golf operations and maintenance, and the Proposer must provide proof of being an active Class A PGA or LPGA member in good standing (or having one available for the operation of the facility).

C. Performance Reporting

Accurate and complete records will be required of all monies received and disbursed in the operation of the golf course and Licensee's related activities. Accounting records, books, or ledgers appropriate for the golf course operation must be maintained on an ongoing and orderly basis. The format for the accounting of all revenues and expenses for the golf course shall be subject to review and approval by the Authority. All accounting records must be made available to the County for inspection and audit upon request. In addition, Licensee shall be required to prepare an itemized monthly financial report disclosing all revenues and expenses for the preceding month and shall submit such report to the Authority along with the payment as indicated in paragraph "B" above.

Within ten (10) business days of the preceding month, the Licensee will be required to



submit a monthly statistics report to the Authority summarizing the activities of the golf course, including traffic flow, income generation, and maintenance along with other information deemed necessary by the Authority.

Within one month following the end of the calendar year, the Licensee will be required to submit a detailed annual report summarizing the activities for the previous calendar year, including discussion on possible improvements, upgrades, and suggested capital projects to enhance the golf course, along with other information deemed necessary to the Authority.

D. Dates/Hours of Operation

Most courses in the area are open 12 months of the year, this includes Wildcreek. However, the prime season runs from April through October. Area courses outside of the valley are generally closed from November or December until mid-March or early April.

The Authority has an expectation that when Wildcreek is open, the Pro Shop will be kept open.

E. Minimum Standards

The Licensee will be responsible for maintaining Wildcreek in good condition through the life of the Agreement. These standards will be presented and agreed upon as part of the negotiation process with the successful Proposer. The Authority encourages Proposers to present standards they would recommend as part of the RFP response.

F. Licenses and Permits

Licensee must operate in strict compliance with the laws of the United States of America, State of Nevada, Washoe County, City of Reno, and State and Federal Bureaus. Licensee is required to procure and maintain in force throughout each golfing season, at Licensee's cost and expense any license or official permits required for carrying out the activities at Washoe Golf Course. This will include necessary licensing for the sale of alcohol and/or gaming.

X. PROPOSAL RESPONSES

Responses to the RFP will be provided in the following format and must adhere to all requirement listed in the RFP.

Tab A – Bidder Qualifications

Names of all individuals, or partners to be involved in the business operations, complete with addresses and phone numbers. A detailed resume of the experience, education, and performance record in Golf Course Management and Operation business of the proposed management team and any individuals who



will have supervisory responsibility over Wildcreek.

Identify those services you may elect to subcontract. While certain subcontractors may not be identified until after award of the Agreement, a selected Proposer must identify the specific service, roles and responsibilities of the subcontractor.

Tab B - Financial Statement

A current financial statement financial statements for each golf course managed for the past 3 years, to include profit/loss statement, balance sheet, and statement of cash flows.

Tab C - Client List/History

A list of other facilities similar to Wildcreek that Proposer serves or has served within the past five (5) years. Summarize the proposer's experience and number of years in managing and operating golf courses in similar markets. Include a minimum of three financial references and three professional references including name, mailing address, e-mail address and telephone numbers.

List any contracts of the proposer for management and operation services of a facility that were terminated or not renewed within the past ten (10) years, including reasons for termination or non-renewal and whether the termination or non-renewal was initiated by the proposer or the facility.

Tab D – Marketing Plan

The Proposer shall provide a draft marketing plan with sufficient detail to provide the review panel an understanding of the type, quality, and quantity of marketing being proposed for successful operation.

Tab E – Operations and Management

1. Operations Plan - Provide an operational plan that describes the plan for managing and operating Wildcreek. This plan should consider the challenges with the potential changes facing Wildcreek.
2. Preventative Maintenance Program - Provide an overview of the proposed plan for preventive maintenance.
3. Golfing Rates – Proposer will submit anticipated rates for the 2018 golf season as part of the RFP response. A structure for setting and approving future golf rates is negotiable.

4. Dates/Hours of Operation - Provide

Tab F – Fee Proposal

Fee Proposal - Provide a proposed payment terms to the Authority. These payments may either be fixed, a percentage of the revenue, or a combination of both. The Proposer should describe how and when these payments are to be made. If the payment is to be a percentage of revenue the calculation should be based on gross profit as defined by total revenue from all sources, less cost of sales.

Tab G – Understanding of Potential Changes to Wildcreek

Provide an acknowledgement of the proposed changes and impacts that may occur with the changes to the current ownership and physical layout of Wildcreek.

The potential changes being the anticipation that with the sale of the 75-acre parcel to the Washoe County School District the following events may occur:

- Require de-commissioning of the existing 18-hole course and driving range, and assistance in planning related to a potential new driving range location and possible reconfiguration of additional holes as necessary for a sustainable practice course;
- The clubhouse, and associated buildings, will likely remain;
- The 9-hole par 27 course will likely remain in its current configuration;
- There may be impacts to operations, irrigation and other facilities as the construction of the new high school occurs;
- Washoe County will assume ownership of the remaining 137-acres and all golf and other facilities and equipment;
- Washoe County will assume the agreement for the management and operation of Wildcreek; and
- Washoe County will use any proceeds from the sale of the 75-acre parcel for public purposes on the remaining 137-acre parcel.

The Agreement shall contain a provision that it shall be assignable to Washoe County, at the Authority's and Washoe County's sole discretion, without the necessity of obtaining the approval of the Proposer. Upon an assignment from the Authority to Washoe County, the Authority shall be released from any and all obligations and liabilities under the Agreement.



XI. ATTACHMENT A

A. Wildcreek Golf Course – Annual Financials and Budget

Actuals for Fiscal Years 2010/11 through 2016/17 and Budget for Fiscal Year 2017/18							
Account Description							FY 2017/18
	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	FY 2015/16	FY 2016/17	Budget
Revenues							
Green Fees 9 Hole	\$ 251,879	\$ 228,896	\$ 219,413	\$ 213,548	\$ 203,300	\$ 201,185	\$ 213,500
Green Fees 18 Hole	595,015	575,270	547,407	521,771	514,607	460,044	513,000
Memberships	190,051	197,964	192,261	211,650	167,491	165,188	188,500
Pro Shop	265,946	275,637	283,476	257,116	244,948	197,614	229,000
Miscellaneous & Lessons	26,681	33,069	20,099	9,329	12,988	7,381	15,100
Food & Beverage	356,150	351,146	322,133	300,032	298,296	259,032	292,700
Cart Rental	317,485	299,799	267,849	274,997	239,769	201,630	231,000
Driving Range	105,382	94,921	95,268	92,683	96,599	81,308	89,500
Total Revenues	\$ 2,108,589	\$ 2,056,702	\$ 1,947,906	\$ 1,881,126	\$ 1,777,998	\$ 1,573,382	\$ 1,772,300
Expenses							
Payroll & Related	\$ 1,069,639	\$ 1,070,437	\$ 1,050,044	\$ 1,032,417	\$ 1,036,495	\$ 968,441	\$ 1,015,078
Supplies & Services	993,962	991,536	1,010,814	1,005,220	941,751	924,895	970,601
Travel & Entertainment	1,122	2,238	980	1,124	7	110	2,200
Promotion & Advertising	28,750	24,206	25,293	29,300	21,445	16,794	28,400
Depreciation	133,392	-	-	-	-	-	-
Total Expenses	\$ 2,226,865	\$ 2,088,417	\$ 2,087,131	\$ 2,068,061	\$ 1,999,698	\$ 1,910,240	\$ 2,016,279
Departmental Profit (Loss)	\$ (118,276)	\$ (31,715)	\$ (139,225)	\$ (186,935)	\$ (221,700)	\$ (336,858)	\$ (243,979)
Margin Percentage	-5.6%	-1.5%	-7.1%	-9.9%	-12.5%	-21.4%	-13.8%
Statistics							
9 Hole Executive	22,840	21,044	19,763	19,783	18,448	16,123	19,134
18 Hole Championship	36,058	32,965	21,424	21,097	20,238	20,160	20,610
Annual Passes	-	-	10,275	9,997	7,986	7,800	7,800
Total Rounds	58,898	54,009	51,462	50,877	46,672	44,083	47,544
Total Revenue Per Round	\$ 35.80	\$ 38.08	\$ 37.85	\$ 36.97	\$ 38.10	\$ 35.69	\$ 37.28
Profit (Loss) Per Round	\$ (2.01)	\$ (0.59)	\$ (2.71)	\$ (3.67)	\$ (4.75)	\$ (7.64)	\$ (5.13)
Cash Flow	\$ 15,116	\$ (31,715)	\$ (139,225)	\$ (186,935)	\$ (221,700)	\$ (336,858)	\$ (243,979)
Less: Capital	149,857	301,450	-	-	-	-	-
Net	\$ (134,741)	\$ (333,165)	\$ (139,225)	\$ (186,935)	\$ (221,700)	\$ (336,858)	\$ (243,979)
Full Time Staff	8.00	8.00	8.00	8.00	7.00	6.00	6.00