



RenoTahoe®

BOARD OF DIRECTORS

Thursday, June 15, 2023



RenoTahoe[®]

BOARD OF DIRECTORS



Charlene Bybee
Chair



Hillary Schieve
Vice Chair



Stephen Ascuaga
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Andy Chapman
Board Member



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Board Member



Shannon Keel
Board Member



Rick Murdock
Board Member



Jessica Sferrazza
Board Member



Ann Silver
Board Member

**RENO-SPARKS CONVENTION AND VISITORS AUTHORITY
NOTICE OF PUBLIC MEETING
MEETING OF THE BOARD OF DIRECTORS
Thursday, June 15, 2023, at 9:00 a.m.
Reno-Sparks Convention and Visitors Authority
4065 S. Virginia Street, Board Room
Reno, Nevada**

**BOARD OF DIRECTORS:
Councilwoman Charlene Bybee, Chair**

Mayor Hillary Schieve
Mr. Stephen Ascuaga
Mr. Andy Chapman
Ms. Shannon Keel

Commissioner Alexis Hill
Mr. Rick Murdock
Ms. Jessica Sferrazza
Ms. Ann Silver

THIS NOTICE AND AGENDA HAVE BEEN POSTED PER NRS REQUIREMENT, AT LEAST THREE BUSINESS DAYS BEFORE THE MEETING, IN ACCORDANCE WITH NRS 241.020, AT THE MEETING LOCATION AND AT THE FOLLOWING PUBLIC LOCATIONS:

Evelyn Mount Northeast Community Center
Reno Municipal Court
Reno-Sparks Convention & Visitors Authority (RSCVA)
Washoe County Administration Building
RSCVA Website: www.rscva.com/public-meetings

Reno City Hall
Sparks City Hall
McKinley Arts & Culture Center
Washoe Co. Reno Downtown Library
Online at <http://notice.nv.gov/>

This meeting is being livestreamed and may be viewed by the public at the following link: www.rscva.com/public-meetings

Items on the agenda are for possible action by the Board of Directors unless stated otherwise. Items will not necessarily be considered in the order listed. The Board may combine two or more agenda items for consideration, may remove an item from the agenda, or may delay discussion relating to an item on the agenda at any time. Pursuant to NRS 241.020(6), supporting material is made available to the general public at the same time it is provided to the Board. The designated contact to obtain support materials is Lisa Farmer, 4065 South Virginia Street, Suite 100, Reno, NV (775) 827-7618.

AGENDA

A. OPENING CEREMONIES

Call to Order
Pledge of Allegiance
Roll Call

B. COMMENTS FROM THE FLOOR BY THE PUBLIC

Public comment is limited to three minutes. The public is encouraged to comment on all agenda items as well as issues not on the agenda during the Public Comment period or on "action" items immediately before board discussion of such "action" items. Members of the public desiring to speak must complete a "Request to Speak" form and return it to the RSCVA clerk at the meeting. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken. Public comments may not be accepted after the Chairman closes any period for public comment.

C. CONSENT AGENDA:

1. **Approval of the Agenda of the June 15, 2023, Regular Meeting of the Board of Directors**

For Possible Action

2. **Approval of the Minutes of the May 25, 2023, Regular Meeting of the Board of Directors**

For Possible Action

D. EXECUTIVE UPDATES

- D1. **Reno-Sparks Convention and Visitors Authority CEO Update**

Charles Harris, President/CEO, will deliver an RSCVA update.

Informational Only

E. BOARD MATTERS

- E1. **Review, Discussion and Possible Approval of the Acquisition of a Portable Indoor Track, Indoor Track Equipment and Portable Bleachers ("Indoor Portable Track Project"), and Related Potential Payment Options for the Indoor Portable Track Project**

The RSCVA Board of Directors ("the Board") is being asked to review, discuss, and approve the award of the Request for Proposal 2023-OP02 for the acquisition of:

a) Portable Indoor Track from Truckee Meadows Construction, Inc. in an amount not to exceed \$3,462,390.00;

The Board is being asked to review, discuss, and approve the award of the following:

b) Portable Bleachers from FSI/Flooring Solutions, Inc in an amount not to exceed \$1,208,630.42, through Sourcewell Contract #091719-HSC; and

The Board is being asked to review, discuss, and approve the award of the following:

c) Track Equipment from UCS Spirit in an amount not to exceed \$376,889.81, through GSA Contract #GSO-03F-0092V

The combined acquisitions related to the Indoor Portable Track Project total an amount not to exceed \$5,047,910.23.

The payment schedule and related payment options for the Indoor Portable Track Project were presented to the Finance and Facilities Committee for review and discussion on June 6, 2023. The Committee took action to recommend to the full Board of Directors approval to award RFP 2023-OP02 for the portable indoor track, award of the portable bleachers, and award of track equipment as presented with Staff's recommendation to fund \$1.8M out of the FY24 budget using funds from the Special Event Opportunity Fund and the Capital Budget. The Committee asked staff to provide a plan to fund the remaining expenses in FY25 based on the discussion to share the cost between possible FY24 revenues in excess of budget, the FY25 Special Event Opportunity Fund, the FY25 Capital Budget, and possible reductions in FY25 department operating budgets.

For Possible Action

- E2. **Review, Discussion and Possible Approval of a Request for Sponsorship of the Incline Village Crystal Bay July 4th SkyShow Event**

The RSCVA Board of Directors is being asked to review, discuss, and possibly approve a request by the Incline Village Crystal Bay July 4th SkyShow Event for sponsorship in an amount not to exceed \$20,000.

This item was heard by the RSCVA Board of Directors Finance and Facilities Committee on June 6, 2023. The Committee took action to recommend approval of the request to the full Board of Directors.

For Possible Action

E3. Review, Discussion, and Possible Action Regarding Contract Extensions for BVK, Reno Tahoe's Agency of Record and Partner Agency for Paid Media

The RSCVA Board of Directors is being asked to review, discuss, and possibly approve the authorization of the President and CEO to execute agreements with BVK for the extension of current contracts for Agency of Record (aka Integrated Marketing Agency) in an amount not to exceed \$340,000 and Paid Media in an amount not to exceed \$413,00 for a term not to exceed 12 months. This is being requested as the Board at their previous meeting decided to postpone awarding RFP 2023-MKT02: Agency of Record | Brand Development & Paid Media.

For Possible Action

E4. Review, Discussion, and Possible Action to Approve Staff's Recommendation to Award RFP# 2022-MKT02 for Website Search Engine Optimization

The RSCVA Board of Directors is being asked to review, discuss, and possibly approve the authorization of the President and CEO to execute agreements with KPS3 for the work described within RFP 2022-MKT02 for professional services related to website search engine optimization in an amount not to exceed \$120,000 for a term not to exceed 12 months.

For Possible Action

E5. Review, Discussion, and Possible Action to Approve Staff's Recommendation to Allocate Certain Expenditures for Air Service Marketing, Media, and Education Initiatives

The RSCVA Board of Directors is being asked to review, discuss, and possibly approve staff's recommendation to allocate certain FY23 expenditures related to marketing and media initiatives to acquire, expand, and/or maintain flights targeting airline education, long haul service, and JetBlue NYC flight, to the FY23 Air Service Fund.

For Possible Action

E6. Review, Discussion, and Possible Action to Approve of the Fiscal Year 2023-2024 Annual Business Plan

The RSCVA Board of Directors is being asked to review, discuss, provide feedback, and possibly approve the annual business plan draft, which will provide staff with specific direction, initiatives, and goals for Fiscal Year 2023-2024.

For Possible Action

E7. Review, Discussion, and Possible Action to (i) Authorize the Chair of the Board of Directors to Execute Documents and (ii) Provide Direction Regarding the Interim President/CEO.

The RSCVA Board of Directors is being asked to review, discuss and possibly take action to authorize the RSCVA Chair, Councilwoman Charlene Bybee, commencing July 1, 2023, to execute documents as necessary in place of the RSCVA President/CEO in an amount up to the current signature authority of the RSCVA President/CEO, pending appointment of an Interim President/CEO. In addition, the Board is asked to discuss and take possible action to provide direction regarding an Interim President/CEO, and, if the Board of Directors desires to appoint an Interim President/CEO, it is being asked to provide a list of candidates for the Interim President/CEO position for consideration at a future meeting of the Board of Directors.

For Possible Action

F. APPOINTMENT OF BOARD MEMBERS

F1. RSCVA Board Appointment of Reno Tahoe Airport Authority (RTAA) Board of Director's Seat Pursuant to NRS 244A.601(1)(d)(1)

The elected public official members of the Board of Directors will consider the appointment of a representative to the RSCVA Board nominated by the Reno Tahoe Airport Authority. The nominee's appointment will become effective July 1, 2023, and will be for one year to fill the unexpired term for the seat currently held by Jessica Sferrazza. The RTAA has submitted the following names for consideration:

Richard Jay

Adam Kramer

For Possible Action

F2. RSCVA Board Appointment of the Nevada Resort Association (NRA) Board of Director's Seat Pursuant to NRS 244A.601(1)(d)(4)

The elected public official members of the Board of Directors will consider the appointment of a representative to the RSCVA Board nominated by the Nevada Resort Association. The nominee's appointment will become effective July 1, 2023, and will be for a term of two years. The NRA has submitted the following names for consideration:

Matt Denning

John East

For Possible Action

G. BOARD MEMBER ANNOUNCEMENTS, REPORTS, AND UPDATES

RSCVA Board Members may share announcements, reports, updates, and requests for information. This item is informational only, and no discussion among Board Members will take place on this item.

Informational Only

H. COMMENTS FROM THE FLOOR BY THE PUBLIC

Public comment is limited to three minutes. The public is encouraged to comment on all agenda items as well as issues not on the agenda during the Public Comment period. No action may be taken on a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action will be taken.

H. ADJOURNMENT

For Possible Action

For information or questions regarding this agenda please contact:
The RSCVA Executive Office
P.O. Box 837, Reno, NV 89504
775-827-7618

To: RSCVA Board of Directors

From: RSCVA Staff

CC: RSCVA Finance and Facilities Committee

Date: June 15, 2023

Subject: Review, Discussion, and Possible Action regarding the acquisition of a Portable Indoor Track, Indoor Track Equipment and Portable Bleachers ("Indoor Portable Track Project").

Summary

On June 6, 2023, staff presented the Indoor Portable Track Project and related funding options to the Finance and Facilities Committee ("the Committee"). The was approved unanimously and the Committee selected their recommended funding options.

Approval by the Committee is advisory only; this award will not be executed until approval is obtained by the RSCVA Board of Directors.

The Committee's actions are summarized below.

Recommended Bid Awards

The Committee moved to recommend the award of the contract for the Reno-Sparks Convention and Visitors Authority, RFP 2023-OP02 Purchase of Portable Indoor Track to Truckee Meadows Construction, Inc., under the terms presented.

The Committee moved to recommend the award of the proposal for the portable bleachers to Flooring Solutions of NV, Inc. under the terms presented.

The Committee moved to recommend the award of the proposal for the indoor track equipment to UCS Spirit under the terms presented.

Recommended Project Funding

After reviewing and discussing the various funding options presented, the Committee recommended the following funding options, which are detailed below along with the full payment schedule for the Indoor Portable Track Project.



Below is the payment schedule for the Indoor Portable Track Project:

Track Purchase and Installation:

Payment Date	Amount	Payment Criteria
July 2023	1,373,690.60	Due upon contract execution
October 2024	679,357.25	Due upon track delivery
November 2024	1,409,342.15	Due upon track assembly/substantial completion
	<u>\$ 3,462,390.00</u>	

Telescopic Bleachers Purchase and Setup:

Payment Date	Amount	Payment Criteria
July 2023	302,157.62	Due upon order
October 2024	453,236.40	Due upon delivery of bleachers
November 2024	453,236.40	Due upon setup/substantial completion
	<u>\$ 1,208,630.42</u>	

Field Equipment and Setup:

Payment Date	Amount	Payment Criteria
July 2023	188,444.91	Due upon order
November 2024	188,444.90	Due upon delivery of equipment
	<u>\$ 376,889.81</u>	

Below is the combined payment schedule for the Indoor Portable Track Project:

Fiscal Year 2023-2024	\$ 1,864,293.13
Fiscal Year 2024-2025	\$ 3,183,617.10
Total Cost	<u>\$ 5,047,910.23</u>



As noted above, \$1,864,293.13 would be due during Fiscal Year 2023-2024, if the Indoor Portable Track Project is approved, based on current bids/proposals.

The Committee evaluated several options for funding this payment, and selected the funding option below:

- It is recommended that this payment is funded using the \$500,000 Special Event Opportunity Fund, with the remainder of the payment being funded from the FY 24 Capital Budget.
 - o If approved, a budget augmentation will be brought forward to the Board at the July 2024 Board Meeting, to reclassify these funds to the FY 24 Capital Budget.
- This option allows for \$500k to be preliminarily budgeted towards the Parking Lot Resurface Project at the Reno-Sparks Livestock Events Center, pending further discussions with the Reno Rodeo Association and the Nevada Western Heritage Foundation.

Facility/ Department	Item	Description	Impact of Committee's Recommendation	Current FY 24 Capital Projects Budget
RSCC	Indoor Portable Track Project	Down payment for indoor track, telescopic bleachers, and related equipment.	\$ 1,364,293	\$ -
RSCC	Resurface Parking Lot	Repave parking lot sections with severe wear.	75,000	1,000,000
RSLEC	Resurface Parking Lot	Repave parking lot sections with severe wear.	500,000	500,000
RSCC	AMR Restroom Remodel	Renovate outdated restroom.	-	400,000
RSCC	Cooling Tower Repair #3	Repair cooling tower that has completely failed and is no longer functioning.	380,000	380,000
RSCC	Furniture	Replace 20+ year old office furniture.	350,000	350,000
RSCC	Runway Windows	Refurbish weather strips and install weather deflector.	300,000	300,000
Any	Capital Reserve	Reserve for unexpected capital items.	250,707	140,000
RSCC	Family Restroom Conversion H2A	Convert existing restroom to a family restroom.	200,000	200,000
RSCC	Sky lights	Refurbish sky lights.	150,000	150,000
RSCC	Office Windows	Replace existing office windows to more efficient windows.	-	150,000
RSCC	Hot Water Tank & Heat Exchanger	Replace old equipment.	100,000	100,000
RSCVA Admin, RSLEC, RSCC, REC, NBS	Replacement of Aging IT equipment	Replacement of wireless unit, switches, access points, firewall, and related items.	100,000	100,000
RSCC	Mags	Purchase new security mags.	75,000	75,000
REC	Replacement Vehicle (Van)	Replace 25 year old passenger van.	70,000	70,000
REC	Digital sign	1/3 of estimated cost to replace the REC digital sign.	60,000	60,000
RSLEC	Vehicle Replacement	Replace 20 year old work vehicle.	60,000	60,000
NBS	Replacement Vehicle (Truck)	Replace 23 year old work vehicle.	60,000	60,000
RSCC	Digital Wayfinding	Replace old digital displays.	50,000	50,000
Sales	10 X 20 Tradeshow Booth	Modern, professional representation of Reno Tahoe and the destination at several National and Regional Convention and Tourism Tradeshows.	50,000	50,000
REC	Outdoor Loading Dock Lighting	Add and update lighting.	25,000	25,000
RSCC	Spike Lights	Replace old signage.	20,000	20,000
RSCC	Admin Breakroom	Reconfigure breakroom and restroom.	15,000	15,000
NBS/REC	Tensa Barriers	Purchase new crowd control equipment.	14,000	14,000
REC	Carpet Shampoo Machine	Purchase carpet cleaning equipment.	10,000	10,000
RSCC	Dump Bins	Replace old dump bin to a new, more efficient style.	9,000	9,000
Sales	Sales Office Furniture	New furniture items for staff.	5,000	5,000
			\$ 4,293,000	\$ 4,293,000



As noted above, \$3,183,617.10 would be due during Fiscal Year 2024-2025, if the Indoor Portable Track Project is approved, based on current bids/proposals.

The Committee evaluated several options for funding this payment, and selected the funding option below:

- This payment is intended to be funded through available resources from both FY 24 and FY 25:
 - FY 24 Room Tax Revenues in excess of budget
 - During FY 23, the RSCVA brought forward two budget augmentations due to room tax revenues that exceeded the original budget.
 - Room tax revenues are budgeted at a slight decrease for FY 24 driven by budgeted decreases in ADR and cash occupied rooms. If actual performance exceeds those expectations, resulting in room tax revenue in excess of budget, those room tax revenues could be saved towards the Indoor Portable Track Project payment, rather than allocated to other operational areas via a budget augmentation.
 - The Committee recommended only committing a portion of any room tax revenues that exceed budget to the Indoor Portable Track Project, given that other initiatives may arise during the fiscal year.
 - FY 25 Special Event Opportunity Fund
 - The current strategic plan calls for \$500,000 to be budgeted in the Special Event Opportunity Fund annually. With Board approval, this funding could be used towards the Indoor Track Project Payment.
 - FY 25 Capital Budget
 - Per preliminary projections, the FY 25 Capital Budget would be approximately \$4,000,000.
 - Staff recommends committing up to \$2,000,000 from the FY 25 Capital Budget towards the Indoor Track Project payment, given that this would allow sufficient remaining funds to be available towards anticipated capital projects in FY 25.
 - Evaluation of the FY 25 Operating Budget
 - If there are any remaining amounts due towards the FY 25 Indoor Track Project payment, this would be considered during the creation of the FY 25 budget by evaluating reductions in discretionary spending.
 - The Committee encouraged the creation of preliminary draft of these funding options. Staff reviewed the FY 24 Budget in comparison to very preliminary FY 25 projections and noted that the following reductions in operational areas could be redirected towards the Indoor Portable Track Payment in FY 25:
 - Marketing – 7% reduction in leisure media buys (approximately \$382k)
 - Marketing – Reduction in Website/Email/Organic Social Management, given one-time costs in FY 24 associated with the creation of a new website (approximately \$200k)
 - Sales – Reduction in certain sponsorships and events (approximately \$166,000)
 - Sales – Reduction in booking incentives (approximately \$150k)



- Note: The FY 25 budget has not yet been created and will not be submitted for approval to the RSCVA Board of Directors until May 2024. The above are recommendations to be considered during the creation of the FY 25 Budget.

Background

A Request for Proposal for the Reno-Sparks Convention Center– Purchase of Portable Indoor Track, was released on April 26, 2023. Included in the RFP was the requirement for the proposers to submit a Base Bid with additions and deductions for synthetic surfacing. The Base Bid included design, fabrication, and assembly of the Portable Indoor Track. The track must also meet all of the NFHS, NCAA, USATF, and WA rules and regulations.

On May 9, two proposals were submitted to the RSCVA from: CG & B Enterprises, Inc. and Truckee Meadows Construction, Inc. Staff evaluated the proposals and concluded that CG&B's bid was non-responsive regarding the requirements set forth in RFP 2023-OP02. Truckee Meadows Construction, Inc. met all the necessary requirements set forth in the RFP.

The RSCVA received a proposal for Telescopic Portable Bleachers that staff would like to purchase from Flooring Solutions of NV, Inc. under the Sourcewell Contract #091719-HSC. Sourcewell serves government, education, and nonprofit organizations with a cooperative purchasing program that manages competitive solicitations that meet or exceed local requirements.

The RSCVA received a proposal for indoor track equipment that staff would like to purchase from UCS Spirit under GSA Contract #GSO-03F-0092V. GSA is the General Services Administration which services the U.S. Federal Government to help manage and support the basic functioning of federal agencies. GSA supplies products and communications for U.S. government offices and develops government-wide-cost-minimizing policies and other management tasks.

Recommendation

Based on the staff's evaluation of the qualifying proposal received, staff recommends the award of RFP 2023-OP01 to Truckee Meadows Construction, Inc, in the amount of three million four hundred sixty-two thousand three hundred ninety dollars (\$3,462,390), FSI / Flooring Solutions, Inc, in the amount of one million two hundred eight thousand six hundred thirty dollars and forty-two cents (\$1,208,630.42), UCS Spirit, in the amount of three hundred seventy-six thousand eight hundred eighty-nine dollars and eighty-one cents (\$376,889.81).

This was also recommended by the Finance and Facilities Committee on June 6, 2023, in an advisory capacity.



Proposed Motion

I move to award the contract for the Reno-Sparks Convention and Visitors Authority, RFP 2023-OP02 Purchase of Portable Indoor Track to Truckee Meadows Construction, Inc., under the terms presented.

I move to award the proposal for the portable bleachers to Flooring Solutions of NV, Inc. under the terms presented.

I move to award the proposal for the indoor track equipment to UCS Spirit under the terms presented.



ORIGINAL PACKET

May 9, 2023

Reno-Sparks Convention & Visitors Authority
Attn: Amy Pickens

Re: Reno-Sparks Convention Center
Purchase of a Portable Indoor Track
RFP 2023-OP02

Ms. Pickens,

Attached are the bid documents from Truckee Meadows Construction, Inc. in response to the above referenced solicitation. Please let me know if you have any questions or need anything else.

Thank you for your consideration, we look forward to the possibility of working together!

Sincerely,

A handwritten signature in blue ink that reads "Ashley Collier". The signature is written in a cursive, flowing style.

Ashley Collier

Truckee Meadows Construction, Inc.
5945 S. Los Altos Pkwy. Ste. 103 Sparks, NV 89436
775.747.2322 (o)
License No. 0022814 & 0050248



The Reno-Sparks Convention & Visitors Authority is soliciting a
Bid for
**Reno-Sparks Convention Center
Purchase of a Portable Indoor Track
RFP 2023-OP02**

*Released by Amy Pickens, Project Administrator
(Wednesday, April 26, 2023)*

The Point of Contact is Amy Pickens, Project Administrator at
(775) 335-8839 or e-mail apickens@renoTahoeusa.com

All questions or additional information concerning the Bid document must be submitted to the point of contact. No communication with any other staff or Board Member of the Reno-Sparks Convention & Visitors Authority regarding this Bid is allowed.

SUBMISSION DATE AND TIME: Friday, May 5, 2023, 10:00 AM (PDT)

Company Name: Truckee Meadows Construction, Inc.



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I. INTRODUCTION

The Reno-Sparks Convention and Visitors Authority ("Authority") is currently accepting sealed responses from qualified Bidders (a "Bidder") for the provision of services, as set forth in this **RFP 2023-OP02**.

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, and the Reno-Sparks Livestock Events Center. The Authority is operating instrumentality in the Washoe County area for promoting conventions, tourism, and outdoor recreation.

This RFP is for the Purchase of a Portable Indoor Track at the Reno-Sparks Convention Center.

II. SCHEDULE

Request for Proposals Available	Wednesday, April 26, 2023
Written Questions Due (if any)	Friday, April 28, 2023, 2:00PM (PDT)
Written Responses to Questions Issued	Monday, May 1, 2023, 2:00PM (PDT)
Bid Responses Due	Friday, May 5, 2023, 10:00AM (PDT)
Bid Opening Time	Friday, May 5, 2023, 10:10AM (PDT)

Any irregularities or lack of clarity in this Bid 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 Bid issued will forthwith become an integral part of this Bid. Bidder is required to acknowledge receipt of same by signing and returning the addenda in its response.



III. SUBMISSION OF RESPONSE

Bidder will submit its response to this Bid on the letterhead of its company, Bidder establishment, corporation, etc. attached to the original **RFP 2023-OP02** document. Bidder will sign and return the **ENTIRE BID DOCUMENT**, marked as **ORIGINAL**, with two (2) duplicate copies, one flash drive together with any addenda.

Responses will be enclosed in a sealed envelope addressed to:

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

Or delivered to:

Reno-Sparks Convention and Visitors Authority
Sales Department
4065 S. Virginia Street Suite 100
Reno, NV 89502

Response envelope must indicate name and address of Bidder, Bid 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 Bid.



IV. BIDDER'S CHECKLIST

Bidders 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
V.A.	Company Information	7	<input checked="" type="checkbox"/>
V.B.	Company Background	8	<input checked="" type="checkbox"/>
V.C.	Contractor License Information	9	<input checked="" type="checkbox"/>
V.D.	Business License Information	9	<input checked="" type="checkbox"/>
VI.	Subcontractors Exceeding 5% of Bid	10	<input checked="" type="checkbox"/>
VII.	Subcontractors Exceeding 1% of Bid	11	<input checked="" type="checkbox"/>
VIII.	Certification Regarding Debarment	12	<input checked="" type="checkbox"/>
IX.	Acknowledgment and Execution	13	<input checked="" type="checkbox"/>
XII.	Base Bid Form	25	<input checked="" type="checkbox"/>
XIII.	5% Bid Bond	33	<input checked="" type="checkbox"/>
A	One Original Hard Copy		<input checked="" type="checkbox"/>
B	2 Duplicates		<input checked="" type="checkbox"/>
C	One master Flash Drive		<input checked="" 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: Truckee Meadows Construction
Contact Name: Ashley Collier
Address: 5945 S. Los Altos Pkwy. Ste. 103
City, State Zip Code: Sparks, NV 89436
Telephone Number: 775-747-2322
E-Mail: ashley@tmcsparks.com



B. Company Background

Has your company ever failed to complete any contracts awarded to it?
No x Yes ____ (If yes, please provide details.)

Has your company filed any arbitration request or lawsuits 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 Bidder 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. Contractor License Information:

Prospective bidders will be required to have a current Contractor's License under the Nevada State Law for the type of work specified herein.

License Number: 0022814
License Classification: B2
Limitation(s) of License: Unlimited
Date Issued: 4/10/1985
Date of Expiration: 4/30/2025
Name of Licensee: Truckee Meadows Construction, Inc.
City, State, Zip Code: Sparks, NV 89436
Telephone Number: 775.747.2322

D. Business License Information:

License Number: NV19841007292
License Expiration: 5/31/2023
Name of Licensee (if different): Truckee Meadows Construction, Inc.

Or

☐ License will be obtained after award.



VI. SUBCONTRACTORS EXCEEDING 5% OF BID

Pursuant to NRS 338.141, the Bidder must submit the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the work or improvements for which Subcontractor will be paid an amount exceeding five percent (5%) of the bid price. The Bidder shall list the name of a Subcontractor for each portion of the work, the value of which exceeds five percent (5%) of the Bid price. **If Bidder performs more than 5% of the work, BIDDER SHALL ALSO LIST HIS/HER NAME and description of the work that the prime contractor will perform in the space provided below.** If additional space is needed, attach a separate page.

Subcontractor Name Truckee Meadows Construction, Inc.	
Business License NV19841007292	Limit of License Unlimited
Address 5945 S. Los Altos Pkwy. Ste. 103 Sparks, NV 89436	
Telephone 775.747.2322	
Description of Work Supervision, project management, selective carpentry, general labor & all other work not specifically subcontracted to others.	
Subcontractor Name Flooring Solutions of Nevada, Inc.	
Business License 0067009	Limit of License \$2,500,000.00
Address 4275 W. Reno Avenue Las Vegas, NV 89118	
Telephone 702.399.9003	
Description of Work Building Specialties	
Subcontractor Name	
Business License	Limit of License
Address	
Telephone	
Description of Work	

Truckee Meadows
Bidder Name: Construction, Inc.

Authorized Signature: 



VII. SUBCONTRACTORS EXCEEDING 1% OF BID AMOUNT

In compliance with NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the work or improvements for which Subcontractor will be paid an amount exceeding one percent (1%) of the Bid or \$50,000, whichever is greater. The Bidder shall list the name of a Subcontractor for each portion of any of the work the value of which exceeds one percent (1%) of the Bid Price.

Since all Subcontractors listed on the Bidder's 5% Subcontractor Information Form are over 1% of the Bid amount, those Subcontractors shall automatically be deemed incorporated into this 1% Subcontractor Information form and need not be re-listed below.

Information provided must be submitted within two (2) hours after the completion of the opening of the bids (Per NRS 338.141). Bidder shall enter "**NONE**" under "**Name of Subcontractor**" if not utilizing subcontractors exceeding this amount. This form must be complete in all respects. If additional space is needed, attach a separate page. The bidder may elect to submit this information with the bid proposal, and in that case, the bidder will be considered as having submitted this information within the above two hours.

Subcontractor Name NONE	
Business License	Limit of License
Address	
Telephone	
Description of Work	
Subcontractor Name	
Business License	Limit of License
Address	
Telephone	
Description of Work	

Truckee Meadows
Bidder Name: Construction, Inc.

Authorized Signature: 



VIII. CERTIFICATION REGARDING DEBARMENT


Certification Regarding Debarment, Suspension, And Other Matters

(This to be signed and returned at the time of bid)

The prospective bidder, Truckee Meadows Construction, Inc. certifies to the best of its knowledge and belief that it and its principals:

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

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not the Authority will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.


Signature:	
Print Name:	Michael Faulstich
Title:	President
Date:	5/5/2023



IX. ACKNOWLEDGMENT AND EXECUTION

Michael Faulstich (Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the Authority and to do and perform all work for the bidding **2023-OP02, Reno-Sparks Convention Center Purchase of a Portable Indoor Track** together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the proposed form of Contract, the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with the Authority in the form of the Contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract and annexed Contract Provisions, Plans and Specifications, in the manner and time prescribed and according to the requirements of the Project Representative as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he/she will accept, in full, payment therefore the indicated prices.

Signature: 
Print Name: Michael Faulstich
Title: President
Date: 5/5/2023



X. PERFORMANCE BOND, PAYMENT BOND, AND BID BOND

All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company and be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.)

A. Performance Bond

The Contractor awarded this bid will be required to furnish the Authority with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the Authority. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond shall be forfeited to the Authority in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

B. Payment Bond

The Contractor awarded this bid will be required to furnish the Authority with a payment bond. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the Authority. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. The bond must be solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded, or to any of his subcontractors, in the prosecution of the work provided for in such contract.

C. Bid Bond

A bid deposit in an amount equal to at least 5% of the bid is required as a bid security by the Authority. The bid security may only be in cash, cashier's check, certified check or bid bond. Checks must be made payable to the Reno-Sparks Convention and Visitors Authority. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of Nevada. The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

XI. GENERAL TERMS & CONDITIONS

A. The bidder agrees that

Bidder 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

Bidder 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 Reno Sparks Convention and Visitors Authority's specifications for the prices quoted.

No communication with any other staff or Board Member of the Authority regarding this Bid is allowed, except through the designated point of contact, and any such communication initiated by the Bidder may result in a disqualification of the Bidder.

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

The use of the title "Bidder", "Contractor", "Consultant", "Proposer", or "Vendor" 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 Bidder 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 Bidders 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 Bidders 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 Bidder(s) shall agree to hold the Authority free from any charge or penalty.

E. Brand Names

The technical information contained herein 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 Bidder'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. Bidder(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 Occupational Safety and Health Act, Americans with Disabilities Act, etc.

H. Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the Bidder 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 Bidder. The Bidder 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 Bidder, the Authority may procure the product(s) or service from other sources and hold the Bidder 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 Bidder 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. Bidder assigns all copyrights to Authority by undertaking this agreement.

M. Document Submittals

It should be noted that the documents submitted by prospective Bidders 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 Bidder's information to competing Bidders 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

The Authority reserves the right to waive any informalities or irregularities.

The Authority reserves the right to alter, amend, or modify any provisions of this Bid, or to withdraw this Bid, 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 Bidder has stipulated specific limitations.

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

No Agreement may be assigned to any other person or entity.

Upon notification of selection and full execution of the Agreement, the Bidder selected must be duly licensed to conduct business in the State of Nevada, Washoe County and the City of Reno. 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 Bidder.

O. Exceptions

A Bidder deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the Bidder 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 Bidder 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 Bidder's operations.

Q. Insurance

The Agreement contemplated by this Bid will require that the successful Bidder 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 04/13, 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 Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) 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 of Reno as additional insureds with coverage at least as broad as Insurance Services Office (ISO) endorsement form CG 20 26 04/16.



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.

Proposer waives all rights against the Authority, and its agents, beneficiaries, partners, employees, the County of Washoe, and the Authority of Reno any other Indemnitees listed in this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Proposer's insurer shall endorse CGL policy to waive subrogation against with respect to any loss paid under the policy.

Automobile Liability. Automobile Liability at least as broad as Insurance Services Office Business Auto Coverage Form CA 00 01 04/13, 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 C 01/15, 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 04/84.

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

Blanket Employee Dishonesty Coverage. The Proposer shall maintain crime insurance including coverage for the loss of money, securities, and other property by the Proposer's employees, sub-contractors, or other parties with a limit not less than \$1,000,000 per occurrence. Coverage shall be endorsed to include coverage for loss of money, securities and other property in the care, custody, or control of Proposer whether in transit or at a permanent or temporary premises.

Form of Coverage. All such insurance maintained by the Bidder 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.

All insurance and bond shall provide that the policy shall not be cancelled, nor shall coverage be reduced thereunder until after thirty (30) days written notice to Authority at Reno-Sparks Convention & Visitors Authority, Post Office Box 837, Reno, Nevada 89504-0837.

The Bidder shall deposit each policy or a certificate thereof with Authority no less than thirty



(30) days prior to the start of the agreement date.

R. Items Offered

If the item offered by the Bidder has a trade name, brand and/or catalog number, such shall be stated in the bid. If the Bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, Bidder 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 Bidder 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 Bidder, by bidding, warrants that Bidder is not currently involved in litigation or arbitration concerning the materials or Bidder'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 Bidder on the basis of Bidder'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 Bidder. The Authority reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require Bidder 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 Bidder of the Agreement in the event the bid is awarded to Bidder, notwithstanding the litigation or arbitration.

V. Non-Discrimination

No Bidder 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. Bidders 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).

The Contractor and any Subcontractors will comply with the requirements set forth in Nevada Revised Statutes Chapter 338 regarding public works, including, but not limited to, the provisions of NRS 338.125 which provides that the Contractor and Subcontractors may not discriminate in any of their employment practices.

W. Open Meeting Law

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

X. 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, 4065 South Virginia Street, Suite 100, Reno, Nevada 89502, Attention: Jose Martinez. 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 discretion 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 Bidder: Any protest from an unsuccessful proposer must be submitted prior to award by the Board as established in NRS 332.068. Bidder 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 Bid 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 an 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.

Y. Signature

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

Z. 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.



Bidder 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 spaces provided, a duly authorized representative of the Bidder will sign this Bid document.

Bidder will proofread its response carefully for errors.

In the event of a difference between written words and figures, the amount stated in written words will govern.

In the event of a difference between unit price and extended price, the unit price will govern.

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

Respondent shall be responsible for ensuring they have complied in all respects with the provisions of NRS 338.141 regarding listing of general contractors and/or subcontractors who will perform any work on the project. Failure of Respondent to comply with the provisions of NRS 338.141 will result in rejection of Respondent's bid.

Respondent shall bear the responsibility to ascertain the relevancy of the "preference for certain contractors" referenced in NRS 338.147. Respondents claiming preference shall submit with their Bid the "Certificate of Eligibility" issued by the State of Nevada Contractor's Board as proof of Contractor's compliance with the provisions of NRS 338.147. Failure to submit the Certificate of Eligibility with the sealed Bid shall result in the waiver of any bidder preference. In the event Respondent claims a bidder preference pursuant to NRS 338.147, the RSCVA strongly encourages Respondent to deliver to the RSCVA an affidavit satisfying the requirements of NRS 338.0117 with the Bid response. However, pursuant to NRS 338.147(2)(a)(3) the Respondent may deliver the foregoing affidavit up to two (2) hours after the opening of the bids, all as set forth in NRS 338.147(2)(a)(3). Failure to timely submit the

foregoing affidavit shall result in a waiver of any bidder preference.

Bidder 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.

AA. 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.



BB. 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.

CC. 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 Bidder, or Bidder's authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.



XII. BASE BID FORM

Project: 2023-OP02

Project Title: 2023-01 Reno-Sparks Convention Center Purchase of an Indoor Track
4590 South Virginia St.
Reno, Nevada 89502
Project No. 2023-OP02

Owner: Reno-Sparks Convention and Visitors Authority
4065 South Virginia St. Suite 100
Reno, Nevada 89502

Amy Pickens
Telephone No. 775.335-8839
E-mail: apickens@renotahoeusa.com



BID FORM

To: Reno-Sparks Convention and Visitors Authority

Name of Bidder: Truckee Meadows Construction, Inc.

Date of Bid: 5/9/2023

1.01 Pursuant to and in compliance with the Invitation to Bid and the Bidding Documents relating to the construction of:

Reno-Sparks Convention Center RFP2023-OP02

Purchase of a Portable Indoor Track
4590 S. Virginia St
Reno, Nevada 89502
Project No. 2023-OP02

Including Addenda 1

The undersigned, having become thoroughly familiar with the terms and conditions of the Bidding Documents and with local conditions affecting the performance and cost of the work at the place where the work is to be completed and after having been given ample opportunity to fully inspect the site in all particulars, hereby proposes and agrees to fully perform the work, including furnishing any and all labor, materials, services, equipment and all applicable taxes necessary to construct and complete said work in accordance with the Contract Documents, for the following sum(s) of money:

A. **Base Bid:** Purchase of a Portable Indoor Track per specifications.

Three million nine hundred seven thousand nine hundred dollars and
zero cents Dollars (\$ 3,907,900.00)

B. **Unit Prices:**

- Deductive cost per square yard for the reduction of the structure on the infield.

Two hundred ninety-two dollars and zero cents
 Dollars (\$ 292.00)



BID FORM

- Additive cost per square yard for additional T&F synthetic surfacing installed directly on the concrete floor.

One hundred twenty dollars and zero cents

Dollars (\$ 120.00)

- Add or deduct cost per square yard for a voluntary alternate for synthetic surfacing product, in lieu of the standard rolled out or normal product.

See voluntary alternates below.

Dollars (\$)

Voluntary Alternate No. 1 - Provide Mondo FastBreak Portable floor system, with Mondo Super-X 720 13.5mm rubber flooring, in lieu of infield raised structure system. DEDUCT per square yard: Ninety and No/100's Dollars (\$90.00)

Voluntary Alternate No. 2 - Provide Mondo Super-X 720 13.5mm interlocking tiles, in lieu of infield raised structure system. DEDUCT per square yard: Two hundred eighty and No/100's Dollars (\$280.00)

Voluntary Alternate No. 3 - Furnish and install Mondo Modultrack Portable Track System with elevated long jump/triple jump runways, and sprint lanes built on Mondo FastBreak portable flooring system. Access area and clerk station to be interlocking Super-X 720 13.5mm material.

TOTAL LUMP SUM PRICE: Three million, four hundred sixty-two thousand, three hundred ninety and No/100's Dollars (**\$3,462,390.00**)



C. Performance Bond and Payment Bond

1. This bid includes the cost of a Performance Bond and Payment Bond. By signing and submitting this bid, the Bidder certifies that they will furnish these bonds in amounts sufficient to cover the total proposed cost of the work, including Base Bid and all Alternates. The bonds shall be amended and maintained current with all contract Change Orders.
2. The cost of these bonds is 3 % of the total proposed cost of the work, including Base Bid and all Alternates.

D. Bid Bond

1. Accompanying this bid is a bid bond as specified in Section **XI**. Instructions to Bidders, payable without condition to the Owner, equaling no less than 5% of the total proposed cost of the work, including the Base Bid and all Alternates. It is agreed that the bid security will be the measure of liquidated damages which the Owner will sustain by failure, neglect, or refusal of Bidder to deliver the signed contract, bonds, and required insurance documentation within ten days after notification of contract award is made by the Owner.

E. Change Orders

1. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to the work required by the Contract Documents. The following fees are not applicable for unit price-based change orders; and shall not be applied to hourly rates or pricing to which overhead and profit have been included, or to taxes.
 - a. For any additions to the work authorized by the Owner:

The contract sum shall be revised to include the actual cost of the work required for such additions plus
percent (15 %).
 - b. For deletions from the work authorized by the Owner:

The contract sum shall be reduced by an amount equal to the cost savings realized for work not performed by reason of such deletions plus
 percent (15 %).



F. Time of Commencement, Completion and Damages

1. Base Bid: Contractor shall commence work 490 (calendar) days after award. From the day of commencement, the Contractor shall substantially complete the work in ____ (calendar) days.
2. Final completion, including delivery of all closeout submittals and warranties, shall be achieved within 15 calendar days after achieving substantial completion.
3. In submitting this bid, the Bidder assures the Owner that availability of labor, material, equipment, services, and other necessary resources are available.

1.02 By signing this bid, the Bidder certifies the following:

- A. All information submitted on this bid form is accurate and true to the best of the Bidder's knowledge, and the Bidder has performed due diligence as necessary to provide responsible information.
- B. This bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.
- C. This bid is in compliance with all local, state, and applicable codes.
- D. The Bidder and any proposed Subcontractors are duly licensed with all applicable authorities having jurisdiction, as required to legally perform the work described by the Bidding Documents at the project location.
- E. The Bidder will maintain strict confidentiality with respect to information submitted on this bid form, any project-related documents obtained during the bidding process, photographic or video images of the site, project-related emails or other correspondence, or information learned through visual review of the facility or project site.
- F. Bidder will comply with the terms of any confidential agreements made with the Owner during the bidding of this project, as applicable.
- G. This bid shall remain open and not be withdrawn for a period of 90 calendar days from the date prescribed for its opening.
- H. If the Owner provides written notice of award to the undersigned within 90 calendar days, the Bidder shall execute and deliver the signed contract agreement, Performance Bond, Payment Bond, required insurance documentation, and any other submittals as specified in the Bidding Documents, together, all within ten calendar days after the Owner issues the notice of award.

- I. The Bidder is an equal opportunity employer, and does not discriminate, and will take "affirmative action" measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, creed, color, national origin, sex, or any other legally protected characteristics. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful discrimination.
- J. The Bidder provides a work environment that is free from harassment based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics. All employees, including supervisors and other management personnel, are expected and required to abide by this policy. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful harassment.

1.03 By signing this bid, the Bidder implies their understanding of the following conditions:

- A. The Owner reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
- B. If notice of award is issued after 90 calendar days from the bid due date, the Bidder shall have the right to either accept the contract or withdraw their bid, without penalty.

1.04 The name(s) and title(s) for all persons interested in the foregoing bid as principal(s) are:

Note: If Bidder is a corporation, provide names of president, controller, and secretary; if a partnership, and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

Name	Title
Michael Faulstich	President
Lance Faulstich	Vice President, QI



1.05 Notice of award or requests for additional information may be addressed to the undersigned at the address set forth below.

1.06 The Legal Name, State of Incorporation, Address, Contact Information, and Federal Tax Identification Number for the Bidder are:

Note: *If Bidder is a corporation, provide legal name of corporation, state where incorporated, together with the address and contact information and signature of the officer authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, provide legal name of firm, together with the address and contact information and signature(s) of the partner(s) authorized to sign contracts on behalf of the partnership.*

Legal Name of Bidder:

Truckee Meadows Construction, Inc.

State of Incorporation:

Nevada

Business Address: 5945 S. Los Altos Pkwy. Ste. 103 Sparks, NV 89436

Telephone Number:

775.747.2322

E-mail Address:

ashley@tmcsparks.com

Federal Tax ID Number:

1020708760



1.07 Signature of Authorized Bidder Representative

Signature:

A handwritten signature in black ink, appearing to read "Mike Faulstich", written over a horizontal line.

Typed Name:

Michael Faulstich

Title:

President

Date:

5/9/2023

-End of Section-



XIII. RENO-SPARKS CONVENTION AND VISITORS AUTHORITY – 5% BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned

Truckee Meadows Construction, Inc., as "Principal," and
Swiss Re Corporate Solutions America Insurance Corporation, as "Surety," are
hereby held and firmly bound unto the Reno-Sparks Convention and Visitors Authority,
as "Obligee," in the penal sum of

*** Five Percent Of Total Amount Bid ***dollars (\$ 5% Of Total Bid) for the payment of which, well and truly to be
made, the Principal and Surety bind themselves, their heirs, executors, and
administrators, successors, and assigns, jointly and severally, by this instrument.
The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to
ensure execution and proper performance of the Contract and the Bonding Company
has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S.
Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # **2023-OP02, for the
RENO-SPARKS CONVENTION CENTER Purchase of a Portable Indoor
Track.**

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the
contract in the bid documents ("Contract") to Obligee in accordance with
the terms of the bid documents, and give such bond or bonds as may be
specified in the bid or contract documents with good and sufficient surety
for the faithful performance of such Contract and for the prompt payment
of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a
penalty irrespective of the Obligee's actual damages in the event of the
failure of the Principal to enter into such Contract and give such bond or
bonds, then, this obligation shall be null and void. Otherwise, it shall
remain in full force and effect, it being expressly understood and agreed
that the liability of the Surety (but not of the Principal) for any and all
claims hereunder shall, in no event, exceed the penal amount of the
obligation as herein stated. The Surety, for the consideration for which this
bond was executed, hereby stipulates, and agrees that the obligations of
said Surety and its bond shall be in no way impaired or affected by any
extension of the time within which the Obligee may accept such bid, and
hereby waives notice of any such extension.



IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed, and dated: May 5, 2023



Truckee Meadows Construction, Inc.
Principal
By: [Signature]



Swiss Re Corporate Solutions America Insurance Corporation
Surety
By: [Signature]
Robert W. Lagler (Attorney-in-Fact) NV Lic#: 10829

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ROBERT W. LAGLER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By

Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of May, 20 23.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



P.O. Box 837
Reno, NV 89504 USA
t: 775.335.8839
VisitRenoTahoe.com

Subject: Amendment 1 to Request for Proposal 2023-OP02

RFP Title: Reno-Sparks Convention Center-Purchase of Indoor Track

Date Of Amendment: April 26, 2023

Date Of RFP Release: April 26, 2023

Bid Responses Due: May 5, 2023, 10:00 AM (PDT)

Bid Opening Time: May 5, 2023, 10:10 AM (PDT)

Contact: Amy Pickens/Project Administrator

The following shall be a part of RFP 2023-OP02 and are changes made to Page 4. section **II. SCHEDULE.**

Page 4:
II. SCHEDULE Written Questions Due (if any) **April 28, 2023, 2:00 PM (PDT)**

Amended to read:

II SCHEDULE Written Questions Due (if any) **May 2, 2023, 2:00 PM (PDT)**

Page 4:
II. SCHEDULE Written Responses to Questions Issued **May 1, 2:00 PM (PDT)**

Amended to read:

II. SCHEDULE Written Responses to Questions Issued **May 3, 2023, 10:00 AM (PDT)**

Page 4:
II. SCHEDULE Bid Responses Due **May 5, 2023, 10:00 AM (PDT)**

Amended to read:

II SCHEDULE Bid Responses Due **May 9, 2023, 10:00 AM (PDT)**

Page 4:
II. SCHEDULE Bid Opening Time **May 5, 2023, 10:10 AM (PDT)**

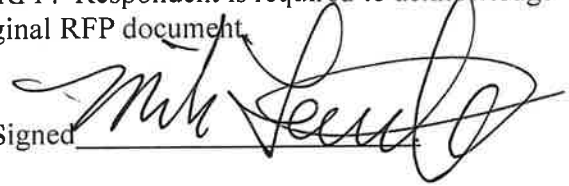
Amended to read:

II. SCHEDULE Bid Opening Time

May 9, 2023, 10:10 PM (PDT)

This Amendment will become an integral part of the RFP. Respondent is required to acknowledge receipt of same by signing and returning with the original RFP document.

Firm Name Truckee Meadows Construction, Inc. Signed

A handwritten signature in black ink, appearing to read "Mike Seinfeld", is written over a horizontal line that follows the word "Signed".



Scope of Work

Purchase of a Portable Indoor Track

RFP 2023-OP02

Reno-Sparks Convention Center

4590 South Virginia Street

Reno, NV 89502

Prepared by: Don Paige, President & Owner

Paige Design Group, Inc. (PDG)

1040 Frank Davis Road Waynesville, NC 28785

Cell: 919-451-1641

Email: dpaige@PaigeDesignGroup.com



1. Project Description:

- 1.1. RSCVA is requesting proposals from Vendors that have a current Business license. All permits and licenses are the sole responsibility of the Vendor. All components of the Reno Indoor Track must meet local, state & federal code requirements.
- 1.2. The Vendors must specialize in the design, fabrication and assembly of Portable Indoor Banked Tracks including all field events and accessories listed in this RFP.
- 1.3. The completed project will be located in the Reno-Sparks Convention Center. The 200m oval and Synthetic Surface Access are located in Hall 4. The future Bleachers, Meet Management & Clerk Area, Warm-up Lanes, Throwing Area (SP & WT) and Team Staging Areas are located in the adjoining Hall 5. A moveable wall and two 31" x 31" square steel columns separate these two Halls. The moveable wall will be fully retracted.
- 1.4. Halls 4 & 5 both have a 34' clearance to the bottom of any hanging structures in the ceiling. NCAA rules require a minimum of 30' clearance to any structures in the ceiling.
- 1.5. *Awarded Proposer MUST verify Hall dimensions, do not rely on the drawing in this RFP prepared by PDG. Information was supplied by RSCVA. Hall 4 is 180'-0" x 360'-0". Hall 5 is 150'-0" x 330'-0". Awarded Vendor MUST survey both Halls for accurate dimensions prior to any design & layout.*
- 1.6. The completed Reno Indoor Track must meet all NFHS, NCAA, USATF and WA rules and regulations.
- 1.7. The University of Nevada – Reno will be the local host institution. They will use this facility as their home training venue and will host competitions.
- 1.8. *Important Information is highlighted in this RFP:*
 - 1.8.1. Regular Text = General Information.
 - 1.8.2. *Italic Text = Important Information, but no Vendor Information is required in their proposal package.*
 - 1.8.3. **Bold Text = Important Information and Vendor must submit this information in their proposal package.**

2. Acronyms, Abbreviations and Definitions:

- 2.1. RSCVA = Reno-Sparks Convention and Visitors Authority.
- 2.2. RSCC = Reno-Sparks Convention Center.
- 2.3. RFP = Request for Proposal.
- 2.4. PDG = Paige Design Group.
- 2.5. T&F = Track and Field.
- 2.6. SS = Synthetic Surfacing.
- 2.7. NFHS = National Federation of High Schools.
- 2.8. NCAA = National Collegiate Athletic Association.
- 2.9. USATF = United States of America Track & Field.
- 2.10. WA = World Athletics.
- 2.11. PU = Polyurethane.
- 2.12. PC = Point-of-Curvature.
- 2.13. ML = Measuring Line.
- 2.14. HJ = High Jump.
- 2.15. PV = Pole Vault.
- 2.16. SP = Shot Put.
- 2.17. WT = Weight Throw.
- 2.18. DMR = Distance Medley Relay.
- 2.19. ADA = Americans with Disabilities Act.
- 2.20. approx. = approximately.
- 2.21. spec. = Specification.



- 2.22. SY = Square Yards.
- 2.23. CF = Cubic Feet.
- 2.24. SF = Square Feet.
- 2.25. LF= Linear Feet.
- 2.26. m = Meters.
- 2.27. cm = Centimeters.
- 2.28. ' = Feet.
- 2.29. " = Inches.
- 2.30. Turns = there are two turns on a track oval, turn 1 just past the common finish line and turn 2 just prior to the home straight.
- 2.31. Structure = the portions of the T&F events that are elevated above the concrete floor and all materials below the T&F SS, for example, leveling feet, steel frame, metal tubing, plywood, etc.
- 2.32. Vendor = Manufacturer, installer, dealer, or partnership of designer & builder of the structure with the T&F SS.
- 2.33. Reno Indoor Track or Portable Indoor Banked Track = all design, shipping, fabrication, assembly, normal and specialized labor pertaining to the structure (steel framing, steel tubing, leveling feet, etc.), hardware, plywood, T&F SS, T&F line markings, embedded T&F equipment, World Athletics (WA) Certification - Indoor Facilities Measurement Report and all other accessories & components (Synthetic Surface Access, Meet Management & Clerk Area & Warm-up Lanes) listed in this RFP.
- 2.34. Indoor Banked Track = Indoor banked tracks are classified into 3 categories 1) fixed or permanent, 2) portable or modular or demountable and 3) variable or hydraulic.

3. Vendors:

- 3.1. **Vendor must have completed a minimum of one WA Certified indoor Facility.**
- 3.2. **Vendor must identify the company and their license number to perform these services for this project and what shall be their direct involvement.**
- 3.3. **Vendor must identify the designer (company & key individual) of the Reno Indoor Track.**
- 3.4. **Vendor must identify who (company) and where the Reno Indoor Track will be fabricated.**
- 3.5. The RSCC Hall 4 is available where the Vendor can assemble the Indoor Banked Track for the original build.
- 3.6. **Vendor must identify who (company) and where they are located that will maintain and service the Reno Indoor Track, for on-going maintenance and if there is an emergency or damage to the track.**

4. T&F Products:

- 4.1. *For the purpose of this RFP, the structure and SS are one complete system. No hybrids are allowed, no mixing & matching of structure with another Vendor's SS product.*
- 4.2. **The Vendor's WA Certified Track Product must be used, and the full laboratory report prepared by the certified laboratory is required.**
- 4.3. All design, fabrication & materials used in the base framing & structure must have been used in the past 3 years on previously WA Certified Indoor Facilities with only slight or minor modifications allowed.
- 4.4. **Vendor must provide any & all custom design improvements and slight modifications in their new design. All custom proprietary information must be identified and will be kept confidential.**
 - 4.4.1. **Vendor can submit a voluntary alternate, list where product will be used in the Reno Indoor Track, list name of product, where it has been installed previously & supply spec. sheet with photos, if possible.**
- 4.5. **For voluntary alternate, Vendor must provide a unit cost (deduct or add) per SY.**
- 4.6. Thickness: All installed products at their WA certified thickness.



- 4.7. Colors: Navy blue and medium gray, as shown on the drawing. These shall be standard colors, no custom colors, and shall match, as close as possible, to the colors at the University of Nevada - Reno's athletic department colors. School colors are navy blue and silver, substitute medium gray for silver.

5. Submittals due after the Vendor is awarded the project:

- 5.1. Three sets of samples of the T&F SS products, minimum size of 6" by 6" with the same texture, thickness & colors listed within this RFP or as requested by RSCVA.
- 5.2. Crash Pad colors, custom wording, custom fonts & colors, custom logo & colors shall be TBD with shop drawings or as request by RSCVA.
- 5.3. A Line Marking drawing must be submitted and accepted prior to installation of the Line Markings. Vendor to submit the line striper's name, cell number and a list of Indoor Banked Tracks completed and WA Certified. Provide list of facilities that are WA Certified.
- 5.4. Embedded T&F equipment spec. sheets.

6. Design: Attached Drawing – TF 01 Layout Sheet:

- 6.1. Note 1: Portable Indoor Banked Track
- 6.1.1. 200.001 meters.
- 6.1.2. 6 lanes at 42" wide for each lane.
- 6.1.3. Radius to measuring line is 18 meters or 59'-0 11/16".
- 6.1.4. Banked turns shall be 11.95° and not to exceed 12.0°.
- 6.1.5. Inside of lane 1 will have a raised portable aluminum curb, 30cm rule. Curb shall be installed on top of a 2" wide, white, painted lane line. Curb must be 100% on the slope of the turn and not touching the flat portion of the infield. I recommend 1" of clear space between the curb and the flat infield.
- 6.1.6. Outside of lane 8 shall have 30cm clear zone of structure with SS.
- 6.1.7. Outside lane 8, on both turns and not within the 30cm clear zone shall be a guard rail. Guard rail to begin and end at each turn's PC, around turns only & not on the straights. Guard rail to be powder coated (color TBD), 42" tall, securely attached to the oval's structure and installed vertical, not perpendicular to the slope of the turn.
- 6.1.8. **Vendor to identify the size and quantity of carts or packaging system to easily store the Guard Rails and this system shall ensure they do not get scratched or damaged.**
- 6.1.9. Install four survey points in the existing concrete floor, at the PCs outside edge of the 200m track oval so the oval is assembled in the same location each time.
- 6.1.10. The vertical transition between flat straight and banked turns must be continuous and uniform. The maximum gradient of the vertical transitions, measured in the running direction along the outside edge of lane 6, should not exceed 5.0%. The transition for this oval shall extend up to 5m into the straight.
- 6.1.11. At turn 1, outside edge of oval (not the Crash Pads), along the oval's center line, the distance to the nearest face of the column is approx. 18'-10".
- 6.1.12. At turn 2, outside edge of oval, along the oval's center line, the distance to the wall is approx. 37'-8".
- 6.1.13. At the home straight, the edge of the oval is approx. 10'-0" to the nearest edge of the column.
- 6.1.14. At the back straight, the edge of the oval is approx. 10'-6" to the wall.
- 6.2. Note 2: Common Finish Line:
- 6.2.1. Located at the PC and used for all oval races.
- 6.3. Note 3: Sprint & Hurdles Finish Line
- 6.3.1. Located 60m from the start line and used for all sprint (55m or 60m) and hurdle races.
- 6.4. Note 4: 60m Sprint & Hurdles



- 6.4.1. In turn 2, measure 10 feet from the oval's lane 1 to the start line.
- 6.4.2. In turn 2, paint all sprint lane lines to the oval's lane 1 painted line.
- 6.4.3. No painted lane lines past the finish line; Vendor to include the cost to prepare stencil and paint maximum of three colors for a 15' by 15' logo centered between the finish line and oval's lane 1.
- 6.4.4. Install four survey points in the existing concrete floor, at the Point-of-Curvatures (PCs) and at the outside edge of the 200m track oval so the oval is assembled in the same location each year.
- 6.5. Note 5: Crash Pads:
 - 6.5.1. From the top of the SS in lane 6 to the bottom of the pads shall have a 12" clear space.
 - 6.5.2. The pads shall be 6'-0" high by 40'-0" wide by minimum of 8" thickness, each individual pad is approx. 48" wide. Total height from SS in lane 6 to top of pads is 7'-0".
 - 6.5.3. All steel structures shall be properly protected so no injury occurs to the athlete.
 - 6.5.4. Galvanized steel structure and vinyl covered foam pads.
 - 6.5.5. Structure securely attached to the oval structure.
 - 6.5.6. Structure shall be designed and assembled to withstand the force of 8 world-class, powerful sprinters all impacting the pads at the same time.
 - 6.5.7. Vendor to include the cost to have custom lettering on the pads (pads one color and letters two additional colors), letters shall be approx. 5' tall, colors, lettering, word or logo TBD with shop drawings.
- 6.6. Note 6: High Jump – Moveable Pad:
 - 6.6.1. The landing pad is portable, so it can be moved around on the infield.
 - 6.6.2. There are no painted lines installed with the HJ event.
 - 6.6.3. The drawing illustrates a run-up of 15m & 20m distance to the cross bar.
- 6.7. Note 7: Long & Triple Jump:
 - 6.7.1. Two sand pits, interior dimensions are 9'-5" by 26'-3", with sand catchers and 30cm deep.
 - 6.7.2. Sand pits are 4'-8" apart, measured from edge of sand to edge of sand.
 - 6.7.3. Sand pit is 5'-10" from lane 8 of sprint lanes, measured from edge of sand to outside of painted lane line.
 - 6.7.4. Three takeoff boards per sand pit, takeoff board edge is 9'-10", 36'-0" & 42'-0" from nearest edge of sand. Takeoff boards must be securely attached to the runway's structure with no movement. Each takeoff board tray to receive a full pour polyurethane plug with 1" notches cut into the short end of the plug for ease of removing the plug. Trays, takeoff boards and plugs to be numbered on the bottom side.
 - 6.7.5. Both runways are 172'-2 13/16" long from the edge of sand to end of runway; Both runways have 40m (131'-2 13/16") from the men's TJ board to the end of runway.
 - 6.7.6. Runways are measured 4'-0" wide, from inside edge of painted line to inside edge of painted line.
 - 6.7.7. From sprint lane 8 to runway painted line is 8'-4" and the second runway is approx. 22'-6".
- 6.8. Note 8: Pole Vault:
 - 6.8.1. Two runways are the same, measured 40m (131'-2 13/16") from the zero line to the end of the runway.
 - 6.8.2. Runways are measured 4'-0" wide, from inside edge of painted line to inside edge of painted line.
 - 6.8.3. One vault box per runway must be securely attached to the runway's structure with no movement.
 - 6.8.4. The center of the vault box, at the back edge of the box, is approx. 14'-11" to lane 1 of the sprint lanes. The other vault box is approx. 25'-5" to lane 1 of the sprint lanes.



- 6.8.5. Both landing pad shown on the drawing, distance of 22'-4" from zero line to back edge of landing pad and the width of pad is 21'-6".
- 6.9. Note 9: Synthetic Surface Access:
- 6.9.1. The area outside the track oval is smooth concrete and metal spikes on concrete floors can be dangerous, caution is advised. Therefore, certain areas require SS.
- 6.9.2. This area starts at the PC or start of the home straight and extends to the Meet Management & Clerking area.
- 6.9.3. It is 10'-0" wide by 222'-4" long, the width is from the outside edge of the oval up to the steel columns.
- 6.9.4. This SS must be spike-proof, will most likely be rolled out and adhered to the concrete floor with double sided tape.
- 6.9.5. **Vendors are allowed to submit a voluntary alternate for a SS product, in lieu of their standard rolled out or normal product. Vendor must provide a unit cost (deduct or add) per SY.**
- 6.10. Note 10: Meet Management & Clerk Area:
- 6.10.1. The area outside the track oval is smooth concrete and metal spikes on concrete floors can be dangerous, caution is advised. Therefore, certain areas require SS.
- 6.10.2. This area starts at the end of the Synthetic Surface Area (Note 10) and extends to the Warmup Lanes.
- 6.10.3. It is 20'-0" wide by 71'-4" long, the width is from the edge of the building wall to the edge of the Synthetic Surface Area (Note 10).
- 6.10.4. This SS must be spike-proof, will most likely be rolled out and adhered to the concrete floor with double sided tape.
- 6.10.5. **Vendors are allowed to submit a voluntary alternate for a different SS product, in lieu of their standard rolled out or normal product. Vendor must provide a unit cost (deduct or add) per SY.**
- 6.11. Note 11: Warm-up Lanes:
- 6.11.1. The area outside the track oval is smooth concrete and metal spikes on concrete floors can be dangerous, caution is advised. Therefore, certain areas require SS.
- 6.11.2. This area starts at the end of the Meet Management & Clerk Area (Note 11) and extends for approx. 55m.
- 6.11.3. It is 32'-0" wide by 181'-0" long, the length starts at the far edge of the Meet Management & Clerk Area & extends approx. 55m. Dimensions of length: 10' (3m) before the start line, run 3 hurdles at 32m plus 20m to decelerate = 55m.
- 6.11.4. Only add lane numbers to the six middle lanes, 1-6, the outside lane on both sides of lane 1 & lane 6 is a safety zone.
- 6.11.5. This SS must be spike-proof, will most likely be rolled out and adhered to the concrete floor with double sided tape.
- 6.11.6. **Vendors are allowed to submit a voluntary alternate for a different SS product, in lieu of their standard rolled out or normal product. Vendor must provide a unit cost (deduct or add) per SY.**
- 6.12. Note 14: Elevated Oval & Infield
- 6.12.1. The 200m oval is elevated approx. 12" above the existing concrete floor. The total infield is also elevated and must be flush to lane 1 on the oval.
- 6.12.2. **As a value engineering exercise, the Vendors may submit an option that reduces the quantity of elevated structure on the infield to reduce the cost of this project. Please list the quantity reduction and the total savings or reduction in the proposal cost. In these areas where the structure has been removed, a spike-proof SS must be installed. Please list the replacement product and supply a spec. sheet, as needed.**



- 6.12.3. The Vendors must describe briefly how the Track Timing System (cables and connectors for power & data) has been integrated with the elevated infield in previous Indoor Banked Tracks. Please provide photos, if necessary.

7. Structure Materials:

- 7.1. All steel structures shall be hot dipped galvanized.
- 7.2. All structures touching the concrete floor shall have leveling feet with rubber pads on the bottom to reduce vibration and noise.
- 7.3. All plywood shall be approx. $\frac{3}{4}$ " thick or as per Vendor's spec, marine-grade and shall have intumescent fire resistive coating applied to the bottom side of the plywood.
- 7.4. **Description of the Vendor's custom locking system to guarantee the track length will not vary from panel to panel when assembled and dis-assembled year-to-year. Identify bolt-free modular construction vs. using bolts & screws – please be descriptive of your process.**

8. T&F Equipment – Embedded:

- 8.1. Oval:
 - 8.1.1. Portable aluminum curb, white & numbered on the bottom, model.
- 8.2. Sprint & Hurdles:
 - 8.2.1. Custom graphics crash pad, the padding is model. Both the Structure & Padding is by Vendor.
- 8.3. LJ/TJ:
 - 8.3.1. Two sand pit forms with sand catchers. Must modify and shorten sand pit form to 26'-3".
 - 8.3.2. Six NCAA takeoff boards.
- 8.4. PV:
 - 8.4.1. Two powder coated white, cast aluminum vault boxes.

9. Line Markings:

- 9.1. An experienced and qualified line striper is necessary for the installation of all line markings. Must have installed the line markings with WA Certification for a minimum of 3 facilities in the past 3-years.
- 9.2. An experienced and qualified professional is necessary to perform the work necessary to fill-out the WA Report for Indoor Facilities Measurement, this will certify the facility.
- 9.3. All line markings will follow the standard NCAA markings and events, including 1-mile run, 1500m, DMR.

10. Schedule:

- 10.1. Halls 4 is available from October 1, 2024, to November 30, 2024, for the Vendor to assemble or put all of their pieces together and verify a successful Indoor Banked Track.
- 10.2. Project must have substantial completion by November 15, 2024.
- 10.3. All final punch-list items must be completed and RSCVA shall take possession of the Reno Indoor Track on December 1, 2024.

11. Storage Requirements:

- 11.1. The Reno Indoor Track will be stored indoors.
- 11.2. **Each Vendor must identify the minimum & maximum temperature and humidity requirements for the Reno Indoor Track – it will be stored in the Reno area.**
- 11.3. **Each Vendor must list in detail the following storage requirements in SF plus stacking height or CF of the items listed below (please follow numbering system):**
 - 11.3.1. 200m oval.
 - 11.3.2. Guard Rails with carts or packaging system.



- 11.3.3. Crash Pads.
- 11.3.4. Portable aluminum curb.
- 11.3.5. Infield.
- 11.3.6. Sand storage.
- 11.3.7. Synthetic Surface Access (Note 10) - SS.
- 11.3.8. Meet Management & Clerk Area (Note 11) - SS.
- 11.3.9. Warm-up Lanes (Note 12) - SS.
- 11.3.10. Vendor can supply photos and/or spec. sheets.
- 11.4. **Each Vendor must list in detail the following items listed below (please follow numbering system):**
 - 11.4.1. Once the Reno Indoor Track submittals are finalized and approved, how many days until the materials arrive at the RSCC?
 - 11.4.2. Once the Vendor's materials arrive at the RSCC, how much floor space in square feet is required to construct & assemble the Reno Indoor Track for the very first time?
 - 11.4.3. Once the Vendor's materials arrive at the RSCC, how many total man-hours to construct & assemble the Reno Indoor Track for the very first time? RSCC shall supply 1 key person for this task as a training exercise and Vendor to supply their full crew.
 - 11.4.4. At the end of the first indoor track season, March 2025, how many man-hours to dis-assemble, package and load for storage the Reno Indoor Track onto or into trucks or into shipping containers at the RSCC? RSCC shall provide 30% and Vendor to supply 70% of the labor for this task.
 - 11.4.5. In November 2025, how many man-hours to assemble the Reno Indoor Track? RSCC shall provide 70% and Vendor to supply 30% of the labor for this task.
 - 11.4.6. In March 2026, how many man-hours to dis-assemble, package and load for storage the Reno Indoor Track onto or into trucks or into shipping containers at the RSCC? RSCC shall provide 80% and Vendor to supply 20% of the labor for this task.
 - 11.4.7. In December 2026, how many man-hours to assemble the Reno Indoor Track? RSCC shall provide 100% of the labor and Vendor to supply one highly qualified technician for this task.
 - 11.4.8. Vendor to provide total cost (fee & expenses) for one highly qualified technician to assist RSCVA to assemble or dis-assemble the Reno Indoor Track. RSCVA shall provide 100% of all labor for this task.
 - 11.4.9. Once RSCVA people are trained, what is the optimum number of people and number of days to assemble and dis-assemble the Reno Indoor Track with the Vendors technician on-site?
 - 11.4.10. Vendor may describe any unique storage ideas or processes: 1) to reduce the number of man-hours, 2) to reduce the amount of SF or CF of storage requirements and 3) to reduce the number of times the material is touched or moved to minimize damage. For example, are shipping containers a viable solution?

12. Warranty:

- 12.1. The structure shall have a 7-year warranty.
- 12.2. The SS shall have a 7-year warranty.
- 12.3. The warranty shall NOT be prorated.
- 12.4. **Vendors must submit their custom warranty with their proposal package and clearly identify the warranty period for the structure and the SS.**



13. Vendor Experience:

13.1. **For this item, the Vendor must have been directly involved and responsible for the total process: design, fabrication, and assembly of the Indoor Banked Track:**

- 13.1.1. Vendor must provide a concise list of Indoor Banked Tracks.
- 13.1.2. Vendor must provide a concise list of Championships hosted on their Indoor Banked Tracks.
- 13.1.3. Vendor must provide a concise list of Records set on their Indoor Banked Tracks.
- 13.1.4. Vendors can include additional marketing material and is encouraged.
- 13.1.5. Vendors must submit a minimum of 3 digital photos of their Indoor Banked Tracks. These photos must be high quality & resolution, approx. 8" x 10" in size at 200 to 300 dpi.

14. Proposal Evaluation System:

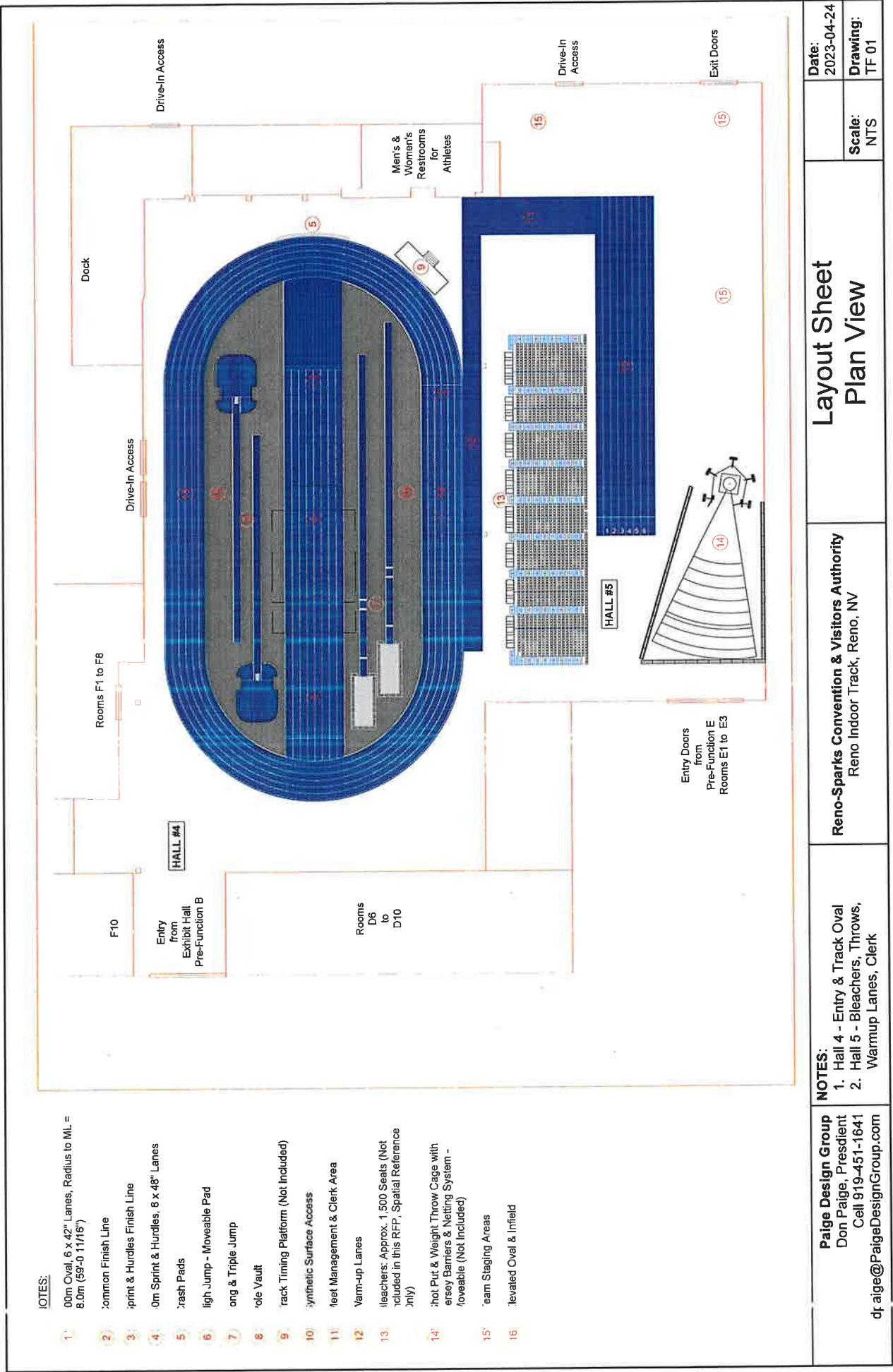
14.1. Within the RSCVA there is an Indoor Track Committee that will evaluate all proposals and make a Vendor recommendation to the RSCVA's Board of Directors. The lowest price is not the only evaluation criteria.

14.2. The rating scale is a point system:

- 14.2.1. Excellent = 5 points.
- 14.2.2. Very Good = 4 points.
- 14.2.3. Good = 3 points.
- 14.2.4. Average = 2 points.
- 14.2.5. Poor = 1 points.
- 14.2.6. Not Provided = 0 points.

14.3. The subjective and objective topics are:

- 14.3.1. Base bid dollar amount.
- 14.3.2. Unit pricing dollar amounts.
- 14.3.3. Vendor experience.
- 14.3.4. Design efficiency for assembly and dis-assembly.
- 14.3.5. Design efficiency for storage requirements.
- 14.3.6. Quality of warranty.
- 14.3.7. Quality of service.
- 14.3.8. Quality of overall proposal package.





SPECIALTY PRODUCTS & SERVICES

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4275 W. Reno Ave.
Las Vegas, NV 89118
Phone 702.399.9003 Fax 702.399.9004

Nevada Contractors License #'s 52766,55710,67009,72063 & 74635

Submitted To:
RENO / TAHOE

Attention:
SHELLI , MICHAEL,AMY

Address:
4001 SOUTH VIRGINIA STREET SUITE G

City, State, and Zip Code:
RENO , NEVADA 89502

Architect:
FSI - SPORTS (Hussey & Mondo)

Date of Plans or Revision:

Phone and Fax:
1-775-827-7790 1-775-827-7608

Date:
2023

Project Name:
RENO / TAHOE - SPORTS FACILITY TELESCOPIC SEATING

Project Mailing Address:

Project City and State

Email:
sfine@renotahoeusa.com

*****Scope of work***** -- Hussey Sourcewell # 091719-HSC
RSCVA Member # 181921

FURNISH AND INSTALL:

- 1) BANK A - TELESCOPIC FREE STANDING PORTABLE BLEACHER SYSTEM - 9 SECTIONS
 - A) GROSS SEATS --- 1638
 - B) NET SEATS ----- 1197
 - C) 10" COURTSIDE SEATS COLOR: TBD
 - D) TIERS - 2 - 13
 - E) RISE ----- 9 5/8
 - F) ROW SPACING ----- 26"
 - G) BANK LENGTH 176.4 FT (179.4FT WITH END RAILS)
 - H) SECTIONS : 9
 - I) AISLES: 9
 - J) POWER : T1 POWER
 - K) PENDENT CONTROL
 - L) FULL SECTION TRUNCATION

GRAND TOTAL \$ 1,208,630.42

- ADD 3% TO BASE BID IF P&P BOND IS REQUIRED

ADDITIONAL ITEMS INCLUDED

- 1) ETO 1 ----- PORTABLE HUSSEY HD AIR LIFT DOLLY
- 2) ETO 12 ----- VINYL REAR CURTAINS
- 3) ETO 6 ----- RAIL CARTS
- 4) ETO 5 ----- RUBBER GAP CLOSURES
- 5) ETO 13 ----- SECTION COVERS WHEN NOT IN USE

*** FSI MEETS ALL NEVADA REVISED STATUES -- NRS - 338 (50% OF FSI EMPLOYEES HOLDS NEVADA DRIVERS LICENSE)

*** FSI IS A MINORITY WOMEN BUSINESS - SELF CERTIFIED

*** Deposit and payment schedule ***

- 1) 1st Payment -----25% deposit (\$ 1,208,630.42) = \$ 302,157.62
- 2) If P&P bond is required then add 3% to Grand Total of (\$ 1,208,630.42) ----- = \$ 36,258.91
** This is based on Surety approval once contract is issued . This gets added to 1st deposit if required **
- 3) Balance to be Progress payments upon arrival of goods after completion of project
 - A) 2nd Payment due upon arrival of goods onsite (appx Oct 2024) ----- 50% of balance = \$ 453,236.40
 - B) 3rd and Final payment due after completion of project ----- Balance left = \$ 453,236.40



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*****Scope of work*****

*** CERTIFICATIONS **

FSI IS A CERTIFIED GERFLOR INSTALLATION SHOP
FSI IS A CERTIFIED ARDEX/HENRY SYSTEM ONE DEALER
FSI IS A CERTIFIED FORBO INSTALLATION SHOP
FSI IS A CERTIFIED ECO GRIP DEALER & INSTALLATION SHOP
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FSI IS A CERTIFIED CONNOR SPORTS DEALER & INSTALLATION SHOP
FSI IS A CERTIFIED FSI IMPACT ATHLETIC DEALER & INSTALLATION SHOP
FSI IS A TARKETT INDOOR SPORTS DEALER AND INSTALLATION SHOP
FSI IS A STURDI STEEL OUTDOOR BLEACHER DEALER AND INSTALLATION SHOP
FSI IS A CP TURF SPORTS TURF DEALER AND INSTALLATION SHOP
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FSI IS A SIDELINE INTERACTIVE - LED SCORETABLES DEALER



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Any operation or product not specifically listed above is not included in price and will be a change order.
Exclusions and clarifications see attached CRI 104 – 2002 sections 7 and 9.2.

We propose hereby to furnish materials and labor,

Complete in accordance with above specifications, for the SUM of: \$

Respectfully Submitted,

Bryan E Price

Signature _____ VICE PRESIDENT



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***** Inclusions, Exclusions and Clarifications *****

Inclusions

1. Proposal includes sales tax, normal job stocking, regular business hours installation and our one year installation warranty.
2. Basic floor prep for **NEW CONSTRUCTION ONLY** is inclusive of expansion joints and holes no bigger than a dime (see Exclusions Line Item # 9)
 - a) Resilient Products appx 1 bag of Ardex SDF -- 1 man hour @ Appx. 250 - 350 sq. ft. figured
 - b) Carpet Broadloom appx 1 bag of Ardex SDF - 1 man hour @ Appx. 750 - 1,000 sq. ft. figured
 - c) Remodel , TI or any other type of renovation is to be determined by existing site conditions and scope of work

Exclusions

1. Overtime and/or Premium time.
2. Removal of contaminants from existing substrate (paint, drywall mud etc.) Vacuuming. (See clarifications line item 1,2)
3. Bonds, Permits and Licensing Fees. Unless noted as a line item on FSI's original proposal
4. More than one mobilization. Moving of furniture or fixtures
5. Demolition unless noted on original proposal.
6. Washing or waxing of VCT or other resilient flooring.
7. **Moisture testing, moisture protection. Work out of sequence (see clarifications line item # 4).**
8. **Heating and cooling, lighting and floor protection. (see clarifications below line # 3 ,5)**
9. **Major floor prep such as: grinding, leveling, bead blasting, sanding, underlayment, skim floating, or anything bigger than a dime sized hole**
10. CONCRETE MUST MEET FLATNESS REQUIRED IN SPECIFICATIONS OR MANUFACTURER FSI is not responsible for determining tolerances
11. Waterproofing, anti-fracture membrane, or scaling
12. No downtime due to any badging, orientation meetings or OSHA
13. Travel time and per diem not included in price unless otherwise stated on proposal.

Clarifications

1. **Per CRI 7.1:** The owner or general contractor is responsible for providing an acceptable substrate for the specified installation.
2. **Per CRI 9.2:** Concrete to be free of cures, retardants, or sealers and to be smooth hard - troweled finish. Floors should be protected prior to our arrival. Any stripping or clean up required prior to the start of work due to negligence or other trades(i.e. paint, drywall, mud, etc.) will be billed on a time and material basis. - **NOTE: While some floor prep is "normal" it is not the floor covering installation contractor's responsibility to correct the deficiencies in the work of other tradesmen.**
3. **Per CRI 7.2:** Carpet ETC must be installed when the indoor temperature is between 65-95 deg. F with a maximum relative humidity of 65% If ambient temperatures are outside these parameters, the installation must not begin until the HVAC system is operational and these conditions are maintained at least 48 hrs. before, during and 72 hrs after completion.
4. **Per CRI 7.10:** Before making an adhesive - adhered installation, the owner or general contractor, or their designated agent must submit to the flooring contractor a written report on the vapor emission level and the surface alkalinity of concrete subflooring.
5. **JOBSITE CONDITIONS must have an acclimated environment (PERMANENT HVAC) prior to moisture tests or installation of material. Temp heat, A/C is not accepted according to ASTM Standards**
6. Pricing is predicated on design, scope of work and square footage, as well as consecutive work days, uninterrupted by other trades.
7. The square footage herein is the basis for the cost proposal, any dramatic increase or decrease to the footage will result in a change order increasing or decreasing the contract amount.
8. **Union Labor Rates** apply ONLY to the scopes of work within C16 #52766 License "FINISHING FLOORS" (ex. - carpet & resilient). Unless the project to bid specifies otherwise, ALL other quoted labor (C20, C26B, C26C, C3B, & C10) will reflect **NON-Union Labor Rates**. Work is expected to occur during the regular "work week" Monday thru Friday, 6:00 am to 4:30 pm. If the construction schedule changes requiring unusual work hrs, weekend or overtime work, those additional costs will need to be authorized in writing by the general contractor prior to the work commencing.
9. Excludes permit fees, bonding, traffic control, temporary utilities (including climate control), moisture problems inherent to existing conditions.
10. Material and Labor lead time may be as much as six to eight weeks. All out of town work will require a two week lead time for all travel and freight arrangements. If we do not receive this lead time a change order will be issued to cover additional costs.
11. We expect to be provided the entire work area to perform our work uninterrupted by others from start to finish. If we are required to stop work or are delayed at any time we will expect to be compensated for all cost incurred as a result of work stoppage.
12. Our pricing and manpower schedules have been priced utilizing a union work force and is based upon the international trade agreement. Any special requirements implemented by the local trade unions that effects our costs or ability to perform work will constitute a change order.
13. If deposits are required by any Vendor or Manufacturer, then client will pay such amount required.
14. This Budget Proposal expires after thirty (30) days from issued date.

Labor Rates

- | | | |
|-------------|-----------------|--|
| 1. \$99.34 | Regular Time | Monday - Friday from 6am to 3pm not to exceed 8 hrs. in one shift |
| 2. \$134.20 | Time and a Half | After 8 hrs. regular time, after 3pm M-F and Saturday 6am to 3pm not to exceed 8 hrs. in one shift |
| 3. \$169.06 | Double Time | Over 11 hrs. M-F from 6am to 3pm, over 8 hrs. of time and a half, Saturday nights and Sundays' |

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby ACCEPTED. You are authorized to do the work as specified.
Flooring Solutions of Nevada

Authorized Signature_____

Date_____

Printed Name/Title_____

Accepted_____ Approved_____



P: 704.732.9922
F: 704.732.9559
www.UCSSPIRIT.com
511 Hoffman Road Lincolnton NC 28092

PRICE QUOTATION

Reno-Sparks Convention & Visitors Authority

CONTACT: **Amy Pickens**

Phone # 775.335.8839

Email: apickens@renotahoeusa.com

Date: **Thursday, May 11, 2023**

GSA SCHEDULE NUMBER: 78

GSA CONTRACT NUMBER: GSO-03F-0092V

Contract Payment Terms: 50% Deposit and
1%/10 days; or Net/30

GSA	Product No.	Description	QT.	Price (ea)	Extended
Track Oval & Sprint Lanes					
SIN 192-02	505-5507	UCS Ultimate Series Automatic Hurdles- 47" Boards <i>Color of Tubes:</i>	60	\$ 542.80	\$ 32,568.00
	505-STUP-DP	Hurdle Screen Initial Set up Charge-- <i>One Time</i>	1	\$ 136.68	\$ 136.68
	505-PRINT	Hurdle Screen Charge per Board <i>Screened:</i>	60	\$ 5.47	\$ 328.20
SIN 192-02	526-1550NAV	Gold Series Hurdle Dolly with Handle- Holds 10 - <i>Made for UCS Intl and Ultimate Hurdles -- Color:Navy</i>	6	\$ 542.80	\$ 3,256.80
SIN 192-02	715-1500	UCS Grand Prix Starting Blocks	20	\$ 412.37	\$ 8,247.40
SIN 192-02	526-4100	UCS Starting Block Caddy - Holds 10	2	\$ 1,324.58	\$ 2,649.16
SIN 192-02	569-2208CG	UCS Lane Markers for Lanes 1-8 with Custom Graphic	1	\$ 1,347.23	\$ 1,347.23
SIN 192-02	524-2200	Lap Counter with Bell-- <i>Tilt 'N Roll Capability</i>	1	\$ 783.34	\$ 783.34
SIN 192-02	569-3450	UCS Starters Rostrum	1	\$ 912.99	\$ 912.99
SIN 192-02	569-3710NAV	UCS Relay Batons--Set of 12-Color: NAVY <i>Custom Screened:</i>	2	\$ 173.38	\$ 346.76
SIN 192-02	569-2360	Red Official's Flag	12	\$ 21.09	\$ 253.08
SIN 192-02	569-2362	White Official's Flag	12	\$ 21.09	\$ 253.08
Open Market	569-4625	6" Cones (Orange)	40	\$ 8.00	\$ 320.00
Open Market	569-7759	Portable ADA Ramp with Hand Rail and Rubber Surfacing -12' with landing- 48" wide	2	\$ 11,490.00	\$ 22,980.00
Open Market	569-3595	Officials Elevated Chairs	6	\$ 1,900.00	\$ 11,400.00
Pole Vault					
SIN 192-02	503-2100 GRY/NAV	Pole Vault Landing Area - 21'6"x31'1"x32" <i>Including 2" Top Pad & VTX 1000 Anti-shift Velcro-Fastening System-- Measures 22'4" Behind Box</i> <i>Color: Grey/ Navy TOP PAD</i>	2	\$ 26,437.63	\$ 52,875.26
SIN 192-02	503-LGTP	Logo Application to Top Pad-Pole Vault	2	\$ 937.20	\$ 1,874.40
SIN 192-02	503-6100	UCS Pole Vault Box Collar System- NCAA/ NFHS Legal	2	\$ 580.28	\$ 1,160.56
SIN 192-02	510-1021	Pole Vault Standards 10'-21' <i>Color: Grey</i> <i>Complete with Base Protection Pads and Extenders</i> <i>(Total Effective Height w, Extenders is 7'-21')</i>	2	\$ 5,379.53	\$ 10,759.06
SIN 192-02	755-133	UCS/Spirit Pole Vault Crossbar	10	\$ 85.91	\$ 859.10
Open Market	569-4001	Bungee Crossbar	4	\$ 42.95	\$ 171.80
SIN 192-02	569-4010	Crossbar Placer- telescopic (PAIR)	3	\$ 280.38	\$ 841.14
SIN 192-02	526-4700	UCS/ Spirit Vaulting Pole Cart	2	\$ 2,714.76	\$ 5,429.52
SIN 192-02	525-6100	Pole Tree	2	\$ 481.10	\$ 962.20
SIN 192-02	525-6200	Chalk Stand	1	\$ 743.51	\$ 743.51
SIN 192-02	U-H-CHALK-FL	Universal Hand Chalk	8	\$ 23.43	\$ 187.44
Open Market	510-9100L	Pole Vault Measuring Device w/ Laser	2	\$ 850.00	\$ 1,700.00
SIN 192-02	524-2400	4-Digit Indicator Board-- <i>Tilt 'N Roll Capability</i>	2	\$ 991.09	\$ 1,982.18
SIN 192-02	524-2250	Pole Vault Standard Indicator Board	2	\$ 749.76	\$ 1,499.52
SIN 192-02	801-2620	UCS 12" LED Countdown Timer w/Trolley	2	\$ 2,565.59	\$ 5,131.18
SIN 192-02	525-1607	UCS PRO STYLE Team Bench - 7' 6" with Back Rest <i>Color:</i>	4	\$ 717.74	\$ 2,870.96
High Jump					
SIN 192-02	1390 GRY/NAV	High Jump Pit - 24' 4" x 13' 2" x28" <i>Color: Grey/ Navy</i> <i>Including 2" Top Pad & VTX 1000 Anti-shift Velcro-Fastening System</i>	2	\$ 12,653.76	\$ 25,307.52
SIN 192-02	501-LGTP	Logo Application to Top Pad-High Jump	2	\$ 937.20	\$ 1,874.40
SIN 192-02	510-8701	Grand Prix High Jump Standards-7"(18cm)- 8'5"(2.56cm)-Pair	2	\$ 1,615.11	\$ 3,230.22
SIN 192-02	755-132	UCS/Spirit High Jump Crossbar	10	\$ 85.91	\$ 859.10
Open Market	569-4001	Bungee Crossbar	4	\$ 42.95	\$ 171.80
SIN 192-02	510-9000	High Jump Measuring Device	2	\$ 493.59	\$ 987.18
SIN 192-02	524-2400	4-Digit Indicator Board-- <i>Tilt 'N Roll Capability</i>	2	\$ 991.09	\$ 1,982.18
SIN 192-02	801-2620	UCS 12" LED Countdown Timer w/Trolley	2	\$ 2,565.59	\$ 5,131.18
SIN 192-02	525-1607	UCS PRO STYLE Team Bench - 7' 6" with Back Rest <i>Color:</i>	4	\$ 717.74	\$ 2,870.96

		Long/Triple Jump			
SIN 192-02	569-1910	Great Rake - 36" Wide	4	\$ 89.03	\$ 356.12
SIN 192-02	569-1940	General Purpose Broom	4	\$ 77.32	\$ 309.28
SIN 192-02	528-2050	Open Reel Measuring Tape - Fiberglass 165' (Runway)	4	\$ 41.39	\$ 165.56
SIN 192-02	528-2230	Open Reel Measuring Tape - Fiberglass 100' (Sand)	4	\$ 32.80	\$ 131.20
SIN 192-02	528-3030	Open Reel Measuring Tape - Steel 100' (Sand)	2	\$ 53.89	\$ 107.78
SIN 192-02	569-2160	Long Jump Indicator Board (Imperial at sand pit)	2	\$ 1,015.30	\$ 2,030.60
SIN 192-02	569-2170	Triple Jump Indicator Boards (Imperial at sand pit)	2	\$ 1,015.30	\$ 2,030.60
SIN 192-02	801-2620	UCS 12" LED Countdown Timer w/Trolley	2	\$ 2,565.59	\$ 5,131.18
SIN 192-02	524-2400	4-Digit Indicator Board-- <i>Tilt 'N Roll Capability</i>	2	\$ 991.09	\$ 1,982.18
SIN 192-02	525-1607	UCS PRO STYLE Team Bench - 7' 6" with Back Rest <i>Color:</i>	4	\$ 717.74	\$ 2,870.96
		Throwing Events (Shot Put & Weight Throw)			
SIN 192-02	570-7200	UCS Futura Indoor Throwing Events Cage-Self-Standing with Wheels- <i>Complete with Net</i> <i>22' Tall with Clam Shell Movement</i>	1	\$ 29,937.60	\$ 29,937.60
Open Market	725-2570-.75	UCS Indoor Shot Put Platform <i>Includes UCS Shot Put Toe Board (716-1630)-- Color:</i>	1	\$ 3,100.00	\$ 3,100.00
SIN 192-02	716-1630	UCS Aluminum Shot Put Toe Board 3 1/4"- <i>For all Depressed Shot Put Rings</i>	1	\$ 488.13	\$ 488.13
Open Market	509-1276	Implement Barrier 72"L x 46"T x 24"W <i>Color: White</i>	30	\$ 769.00	\$ 23,070.00
Open Market	590-2106-16	UCS 16' Barrier Integrated Ball Stopping System <i>Typical Spacing between posts 20'</i> <i>***Includes Top cable with snaps***</i>	180 Lin ft	\$ 117.00	\$ 21,060.00
Open Market	509-1276	Implement Barrier 72"L x 46"T x 24"W <i>Color: White</i>	12	\$ 769.00	\$ 9,228.00
Open Market	509-1276-CRNR	Implement Barrier Corner Piece	2	\$ 769.00	\$ 1,538.00
Open Market	509-1276-CNCT	Implement Barrier Connector	46	\$ 35.00	\$ 1,610.00
SIN 192-02	525-6200	Chalk Stand	1	\$ 743.51	\$ 743.51
SIN 192-02	801-2620	UCS 12" LED Countdown Timer w/Trolley	1	\$ 2,565.59	\$ 2,565.59
SIN 192-02	528-3201	Sector Line Tape - White	2	\$ 67.17	\$ 134.34
SIN 192-02	528-2030	Open Reel Measuring Tape - Fiberglass 100'	2	\$ 28.12	\$ 56.24
SIN 192-02	528-3030	Open Reel Measuring Tape - Steel 100'	2	\$ 53.89	\$ 107.78
SIN 192-02	726-2600	Implement Certification Unit	1	\$ 4,338.46	\$ 4,338.46
Open Market	515-8009	Indoor Weight Throw Gauge	1	\$ 300.00	\$ 300.00
SIN 192-02	524-2400	4-Digit Indicator Board-- <i>Tilt 'N Roll Capability</i>	1	\$ 991.09	\$ 991.09
SIN 192-02	569-2271	Short Throws Distance Marker Box (12m-39')	1	\$ 89.03	\$ 89.03
SIN 192-02	569-2272	Short Throws Distance Marker Box (14m-46')	1	\$ 89.03	\$ 89.03
SIN 192-02	569-2273	Short Throws Distance Marker Box (16m-52')	1	\$ 89.03	\$ 89.03
SIN 192-02	569-2274	Short Throws Distance Marker Box (18m-59')	1	\$ 89.03	\$ 89.03
SIN 192-02	569-2275	Short Throws Distance Marker Box (20m-66')	1	\$ 89.03	\$ 89.03
SIN 192-02	569-2276	Short Throws Distance Marker Box (22m-72')	1	\$ 89.03	\$ 89.03
SIN 192-02	569-2277	Short Throws Distance Marker Box (24m-79')	1	\$ 89.03	\$ 89.03
SIN 192-02	569-2278	Short Throws Distance Marker Box (26m-85')	1	\$ 89.03	\$ 89.03
SIN 192-02	525-1607	UCS PRO STYLE Team Bench - 7' 6" with Back Rest <i>Color:</i>	2	\$ 717.74	\$ 1,435.48
SIN 192-02	526-4300	Shot Put Cart-- Holds 18-24	2	\$ 849.73	\$ 1,699.46
Open Market	525-8421	UCS Double Plank Tilt 'N Roll Bleachers - 21'- 4 Row <i>Seats 56 Color:</i>	2	\$ 6,200.00	\$ 12,400.00
		Meet Management & Miscellaneous			
SIN 192-02	526-3510	5' x 10' Aluminum Pit Cart	2	\$ 2,535.13	\$ 5,070.26
SIN 192-02	569-3529CG	Award Stand - 9 Places with Logo	1	\$ 4,027.62	\$ 4,027.62
SIN 192-02	526-4247	Utility Cart	3	\$ 246.02	\$ 738.06
SIN 192-02	525-1607	UCS PRO STYLE Team Bench - 7' 6" with Back Rest <i>Color:</i>	10	\$ 717.74	\$ 7,177.40
				Sub-Total:	\$ 364,889.81
		Shipping fees are calculated considering standard delivery environments. Special situations will require additional fees.		Shipping	\$ 12,000.00
		Customer is responsible for all applicable State taxes.		Taxes	
				TOTAL	\$ 376,889.81

ALL Prices in U.S. Dollars

PROUDLY MADE IN THE USA- Direct from our doors to yours with no compromise- Proven for over 45 Years

UCS Will Provide onsite assistance with 1 factory rep, at time of delivery, and also for set-up of equipment, providing hands on training for set up and use of the equipment. In addition to any on call service, should it be needed, by local representation.

TERMS AND CONDITIONS

- Shipping fees are calculated considering standard delivery environments. Special situations such as inside delivery lift gate service, etc will require additional fees.
- Shipping quote is based on today's current rate and is subject to change due to fluctuation in fuel.
- Split shipments allowed by request- shipped items will be billed accordingly with agreed payment terms and shipping costs

Signature/ and Date

- Truck drivers are not required to provide assistance unloading the truck when delivery arrives. Please be sure to have enough people and/ or proper equipment for unloading upon delivery or ask for special services when placing order.

When Shipment is received: observe the entire shipment for visible damage & the correct number of pieces

Notate any damage or shortage on all copies of the freight bill

Sign for the number of pieces, not the number of pallets

Unpack immediately to check for possible damage. If damage (hidden/ concealed) is discovered, save the packaging, immediately report the damage to carrier & request an inspection. Follow up the request in writing and call our office at 800-526-4856

ALL FAT PADS, TRAINING PITS, POLE VAULT AND/OR HIGH JUMP LANDING AREAS MUST BE OPENED UPON ARRIVAL

Returns: Do not return damaged items to UCS without prior written authorization and a provided RMA number

Product must be new, unused, and in original packaging. Custom manufactured and made to order products are not returnable

Return must be made within 30 days of product delivery/ receipt by you. A restock fee may be charged for these returns.

Customer is responsible for return shipping charges.

Credit will be given to your account or credit card within 10 days of receipt of your product at UCS

- Please specify all colors when placing order and confirm all quantities.
- All PO's subject to Credit Approval, First time orders may be subject to pre-pay basis.
- Architecture approved submittals are required for all projects and UCS will not enter orders until confirmed by the contractor.
- Contractor is responsible for obtaining all current and up to date installation instructions for all models.

To Secure an order, email a PO to debbieh@ucsspirit.com and your sales rep in copy accompanied by this Quote

If you have any questions or need any other assistance, do not hesitate to contact me at: (704) 732-9922.

Kindest Regards,

Mike Chappell
E-Mail: michaelc@ucsspirit.com
Quote Is Valid for 35 Days



Date: June 2, 2023


This draft letter is regarding the verbal agreement between **University of Nevada, Reno Department of Athletics (hereafter "University")** and **Reno Sparks Convention and Visitors Authority (hereafter "RSCVA")** for and in consideration of the mutual promises and covenants outlined below. Should the RSCVA be awarded the Mondo Indoor Track, the University agrees to absorb the cost of storage and transportation of the Mondo Indoor Track and additional equipment outlined in the bid during the off season, approximately mid-March to the end of November. If the RSCVA is not approved to move forward with the Mondo Indoor Track, the agreement is terminated without penalty.

AGREEMENT INFORMATION:

- The university agrees to store the Mondo Indoor Track and additional equipment per the specification of the track manufacturers.
- University agrees to transport the Mondo Indoor Track and equipment to and from the storage facility.
- The university agrees to absorb the cost of transportation and the storage of the track, which will approximately cost \$200,000 per year (may increase if additional truck loads or specific racking systems are needed).
- University responsibility for the Mondo Indoor Track and additional equipment starts once all items are placed on the truck beds for transportation by RSCVA hired staff.
- RSCVA agrees to manage the set up and tear down of the Indoor Track and additional equipment.
- RSCVA agrees to package (shrink wrap, palletize, organize, etc.) the Indoor Track and additional equipment per the specification of the track manufacturers.
- RSCVA agrees to load all items onto university truck beds for transportation.
- RSCVA and University agree to the Nevada Track Programs to have access to the Indoor track for training and competition.
- RSCVA and University agree to allow the University to host up to six (6) track meets per year.
- RSCVA and University agree the University is entitled to the registration revenues (entry fees) for the meets hosted by the University.
- RSCVA and University agree the RSCVA is entitled to the parking fees, building entry fees (ticketing), and concessions for the meetings hosted by the University.
- RSCVA and University agrees the Mondo Indoor Track will be in University of Nevada, Reno Department of Athletics' colors.

The above mutual agreements are preliminary and are subject to change with any additional details or requirements as needed. University of Nevada, Reno Department of Athletics is excited to be in partnership with the Reno Sparks Convention and Visitors Authority and look forward to the impact the Mondo Indoor Track will have not only on University Student-Athletes but the community of the City of Reno.

Sincere regards,


Stephanie Rempe
University of Nevada
Athletic Director

Donnie Nelson, RAA, Executive Director
Jay Beesemyer, Associate Director
Bartt Davis, Assistant Director
Lori Lotts, RAA, Assistant Director



Tia Wunder, Administrative Assistant
Paul Anderson, Legal Counsel
Bob Northridge, CMAA, Southern Coordinator
Brady Raggio, G.M. of Sports Properties

Nevada Interscholastic Activities Association

1188 Victorian Plaza Circle · Sparks, Nevada 89431 · (775) 453-1012 · www.niaa.com

June 15, 2023

Dear Chair Bybee and Reno-Sparks Convention and Visitors Authority Board of Directors,

I am Donnie Nelson, Executive Director of the Nevada Interscholastic Activities Association, and I am writing in favor of the portable track proposal. I am a proud 1994 graduate of the University of Nevada, and a former scholarship student-athlete and team captain of the men's cross country and track & field teams. I know what such a venue will mean to all age groups, locally and nationally.

Prior to competing for the Wolf Pack, I was a long time youth participant in the Pacific Association of USA Track and Field as a member of the Silver State Striders. Later, I served as the Meet Director for the 2000 and 2009 USATF National Junior Olympic Cross Country Championships, serving on behalf of Shelli Fine with the RSCVA and John Mansoor with the PA – USATF.

Today, you have the opportunity to start a legacy for “athletics” – which is what the sport is called in the Olympics – in the Reno Tahoe area. I was a sophomore student-athlete at Nevada when we were blessed to receive the Bill Cosby track from the Louisiana Superdome. Having that old wooden oval on which to train and host meets helped to provide amazing successes and revenue streams for our program. The fantastic economic impacts to the Northern Nevada area continued in later years with the addition of professional meets such as the Reno Games (in which past and future Olympians participated). Regrettably, the track and its sprinting lanes, field event runways, etc. fell into disrepair mainly because it was a wooden structure in all ways.

To the here and now ... When WE build this track, they will come.

The room nights will surely exceed expectations. We will get to promote all the local amenities, attractions and events – let alone the natural beauty and splendor – that make living in the Truckee Meadows so special. The expenditures proposed will undoubtedly be recouped in a heartbeat.

The NCAA is looking for hosts for its Division I regional and national championship meets. The USATF is looking for hosts for its national open and masters championship meets. Both organizations have proven they will give meets to cities at altitude as seen previously at Albuquerque, New Mexico. The economic impact derived from national and perhaps world promotions will be immeasurable thanks to ESPN and/or NBC Sports coverage. Just think of the enhanced marketing opportunities possible with such an indoor track! There will be a positive impact additionally on local youth, high school and open track and field athletes with community events ... events that tie to the RSCVA's original mission to enhance the quality of life the citizens living in our region.

This may be the single greatest opportunity to put Reno-Tahoe on the grand stage as a destination for world class sports since the 1960 winter Olympics. This track's surface and construction will certainly stand the test of time. You will get to witness youth, high school, masters, collegiate, open, world and Olympic track and field champions compete right here in Reno-Tahoe. Build this track and Reno-Tahoe will become Indoor Track City USA.

Thank you again for an incredible consideration, Donnie Nelson.



RSCVA Board of Directors
June 6th, 2023

Item: Discussion and Possible Action to Approve \$20,000 Sponsorship for the Incline Village Crystal Bay July 4th SkyShow Event.

Background: The Incline Village Crystal Bay SkyShow debuted July 4th, 2022 with a new, innovative and environmentally friendly way to celebrate the founding of our Nation. 200 drones lit up the sky with patriotic and Lake Tahoe themed imagery along with an atmospheric laser show, DJ music and related event activities. The decision to move away from traditional pyrotechnic fireworks was made in consideration of fire and environmental concerns, shifting a longstanding tradition with an innovative new approach. The celebration is a joint effort between Travel North Tahoe Nevada (TNTNV), Incline Village General Improvement District (IVGID), the Incline Village Crystal Bay Community & Business Association (IVCBA), the Hyatt Regency Lake Tahoe and the Parasol Tahoe Community Foundation. This year's July 4th event will be brighter and better with improvements implemented from the learnings from the inaugural year. This year we have increased the number of drones to 250 to provide more detailed and experiential displays, amplified the laser show production, development of a food and beverage plaza and increased event activities. Additional information is detailed below:










1. The SkyShow committee is made up various members of the community including IVGID, Parasol Tahoe Foundation, Incline Village Crystal Bay Business Association, Travel North Tahoe Nevada and various community members.
2. The drone show move was, and continues to be, supported by Washoe County, Washoe County Sheriff Office, North Tahoe Fire Protection District, The League to Save Lake Tahoe, UC Davis Tahoe Environmental Research Center and others.
3. Last year was our first drone show after a hiatus from any pyrotechnic displays in 2020 and 2021 (which this same group produced in 2019). We learned much from that first show that is being incorporated into this year's program. This includes a 25% increase in drones to create more detailed imagery, revamping the evening's schedule to provide a more seamless spectator experience, increased food and beverage facilities and expanded community activities and entertainment.
4. Last year's event was a very inclusive community event, with all aspects of the community engaged in the celebration. There were approximately 5,000 in attendance. Historical fireworks, shot from barges by the beach, were certainly less inclusive due to the beach access restrictions. Some community members could go while others could not, not to mention the issues with intoxication due to the length of day/beach experience to the evening/firework experience.
5. The reasons to go with a drone show over fireworks was very thought out and strategic.
 1. Fire issues at the height of the summer season. Is it really best practice and sustainable to throw lite objects into the sky.

2. Environmental concerns on burnt pyrotechnic fuels falling in the waters and surrounding areas.
3. Wildlife and domestic animal well being.
4. Here are a couple of news article on the subject and we are not alone in destinations making this switch.

1. <https://www.theguardian.com/us-news/2022/jun/30/fireworks-july-4-cancelled-us-south-west-drought>
2. <https://www.cnn.com/2022/07/02/weather/4th-of-july-fireworks-canceled-california-arizona-utah-megadrought/index.html>
3. <https://www.sfchronicle.com/travel/article/Tahoe-Fourth-of-July-17275490.php>

6. As we embark on the region wide Lake Tahoe Destination Stewardship Plan, we as a region will be asked to make tough decisions on how we manage and sustain the Tahoe region for generations to come. This is one strategy that aligns with that effort, an effort that this committee and the TNTNV board are committed to developing.

The IVCB SkyShow committee has developed a comprehensive, custom sponsorship program designed to maximize our partners opportunities and leverage their investment in this important event.

	RSCVA Custom Sponsorship Package
	\$20,000
Listed in Thank You ad placed in <u>Tahoe Tribune</u> post event.	 <i>Logo included</i>
Recognition on the SkyShow event web page.	 <i>Logo & link included</i>
Logo/name on shared banner displayed at SkyShow.	
Logo/name on event banner hung at Raley's Center and Village Center.	
Logo/name on event flyers.	
Highlighted on social media posts.	
Option to have booth at SkyShow.	 <i>10' x 10'</i>
Recognition in press release, logo and link in newsletters, thank you by DJ & PA announcement at event.	

* Parasol Tahoe Community Foundation is a 501(c)(3) nonprofit organization incorporated in the State of Nevada and serving the Tahoe region. All donations are tax-deductible to the fullest extent allowed by law. Tax ID#: 88-0362053.

More information on the IVCB SkyShow can be found [here](#).



P.O. Box 837
Reno, NV 89504 USA
t: 775.827.7600
VisitRenoTahoe.com

To: RSCVA Board of Directors

From: Charles Harris, President & CEO
Christina Erny, Vice President of Marketing

Cc: Charlene Bybee, RSCVA Board Chair

Date: June 15, 2023

Subject: Review, Discussion and Possible Action Regarding Contract Extensions for BVK, Reno Tahoe's Agency of Record and Partner Agency for Paid Media

Executive Summary

BVK has been the contracted Agency of Record for Reno Tahoe since 2016, responsible for the development and launch of the current Reno Tahoe Brand while also serving as our trusted partner for paid media efforts. Within the scope of services provided by BVK as part of their primary contracts and through various ad-hoc projects, BVK has been an integral part of the growth and evolution of our marketing efforts and contributed significantly to our success as an organization as we execute initiatives to attract overnight visitors to Reno Tahoe while supporting the sustainable growth of our communities. Continued engagement with BVK by way of contract extensions for FY24 is recommended by staff.

Background/Analysis

As the Agency of Record, BVK leads efforts integral to the success of our organization. Within the scope of services provided, it is established by contract that: *BVK is responsible to further interpret existing, recent research; recommend new research to determine psychographic and/or demographic audiences; provide strategic, brand message recommendations; and develop marketing and advertising concepts to promote tourism to Reno Tahoe USA.*

Under the paid media services agreement, BVK has been responsible for the execution of campaigns related to our paid media campaigns for both leisure and meetings and conventions (b2b). Paid media buying being our largest budget allocation in FY24, with an approved leisure allocation of \$5.4M and meetings/conventions allocation of \$255K, the work BVK executes within the scope of the media buying agreement is of critical importance to the Reno Tahoe mission. Per the existing scope of work, services executed include media strategy and planning, media negotiations/buying/validation, media optimizations, monthly analysis and reporting, campaign wrap-up reporting, status reports, project management, and billing. It is worth noting that all organizational goals for which BVK plays an integral role have been met in the previous two fiscal years.

Specific contract renewal details are currently being refined, but objectives and intent are aligned and budget parameters have been established. While staying within the framework and confines of the current contracts, we intend to execute strategic changes as part of the contract extension that promote operational efficiency, increase visibility and performance monitoring, meaningfully correlate efforts with impact, improve cross-channel collaboration, and allow for the evolution of the Reno Tahoe brand. As the services provided by BVK qualify as professional services under NRS 332.115, the renewal and/or extension of the BVK contracts are exempt from the competitive bidding requirements of NRS Chapter 332.

Fiscal Impact

Funds for the contracts with BVK for Agency of Record and Paid Media are budgeted in the fiscal year 2023/2024 marketing budget, which was approved by the Board of Directors May 25, 2023. Contract extensions are being developed within the established framework of the current contracts to create continuity and alignment with operations in FY23 and will not exceed the limits established within the FY24 budget. Combined, the two contracts are expected not to exceed \$753,000.

Recommendation

Staff recommends the following motion: The Board moves to approve the authorization of the President and CEO to execute agreements with BVK for the extension of current contracts for Agency of Record (aka Integrated Marketing Agency) in an amount not to exceed Three Hundred and Forty Thousand and No/100ths Dollars (\$340,000) and Paid Media in an amount not to exceed Four Hundred and Thirteen Thousand and No/100ths Dollars (\$413,000) for a term not to exceed 12 months and inclusive of a 30-day cancellation clause.

EXHIBIT A
Services Provided by Birdsell, Voss & Associates, Inc.
(BVK) to Reno-Sparks Convention and Visitors
Authority

BVK is responsible to further interpret existing, recent research; recommend new research to determine psychographic and/or demographic audiences; provide strategic, brand message recommendations; and develop marketing and advertising concepts to promote tourism to Reno Tahoe USA.

Upon execution of contract, the RSCVA and BVK will mutually agree to the timeline for projects and goals.

I. Goals

Primary Goal: Continue executing against the developed strategic marketing plan to help achieve RSCVA's mission and goals as identified in the company's strategic plan; and, to continue to promote the Reno Tahoe USA brand into new and existing leisure/tourism and convention/meetings (B2B) segments.

Secondary Goal: Develop and execute advertising concepts across all platforms, with community stakeholder buy-in, that effectively and distinctly deliver the Reno Tahoe USA brand messages while distinctly positioning Reno Tahoe USA as a tourism destination for individual, wholesale and business audiences.

II. Brand Development Process

As executed in the initial contract term (May 1, 2016- April 30, 2019), BVK to continue leveraging the brand developed and formalized for Reno Tahoe. BVK will monitor performance on an ongoing basis by evaluating new research and/or destination insights and identifying if they dictate modifications to the current brand strategy.

III. Key elements produced by BVK should include:

- Creative campaign which crosses all platforms and devices;
- Develop, present and seek approval from the RSCVA Board and stakeholders of any new conceptual creative platforms and recommended communications strategy
- Inter-agency collaboration with the unified goal of a fully integrated brand experience
 - Collaborate with media agency to understand market strategy and performance
 - Collaborate with website agency to understand consumer engagement behaviors and insights aligned with web content and defined KPIs
 - Collaborate with PR agency as needs arise between media relations and creative services
 - Strategy, creative development and collaboration with RSCVA on social media
- Execute against corresponding campaign for the meetings and conventions (B2B) and tour/travel segments
- Content development and ongoing creative services as needed

IV. Billing and Costs

The cost for the scope of work outlined above will fluctuate based on project needs throughout each fiscal year. The annual service and social fees will not exceed \$318,000/year. All other projects will be billed in accordance with agreement number 2A.

BVK should be aware that the RSCVA strives to be fiscally responsible and works to ensure that its marketing budget is used to deliver results (e.g., improving awareness, intent to visit or rooms booked). It is the RSCVA's goal to be as fiscally conservative as possible (above deliverables) to allow for an adequate budget allocation to the all-important tactics which will generate results. Whenever possible, it is requested that Reno-area or Nevada based vendors are sourced for work on RSCVA projects.


4-2-19
VZ

AGREEMENT FOR INTEGRATED MARKETING AGENCY

This Agreement for INTEGRATED MARKETING SERVICES ("Agreement") is made by and between Birdsell, Voss & Associates, Inc. DBA BVK ("Agency") and the Reno-Sparks Convention and Visitors Authority ("RSCVA"), on this 29th day of March 2019.

RECITALS:

- (A) *WHEREAS*, the RSCVA submitted that certain Request for Qualifications (RFQ #2016-02) in December 2015, pursuant to which the RSCVA sought to retain a firm to provide certain marketing services as set forth therein;
- (B) *WHEREAS*, Agency was the prevailing respondent to the RFQ;
- (C) *WHEREAS*, the Agency and RSCVA entered into a contract dated May 2016, which expires April 30, 2019.
- (D) *WHEREAS*, the RSCVA Board of Directors at their February 28, 2019, meeting approved to renew the contract with Agency for an additional three (3) years;

NOW, THEREFORE, for valuable consideration, receipt and sufficiency of which is hereby acknowledged, RSCVA and Agency hereby agree as follows:

1. SERVICES TO BE PERFORMED BY AGENCY

- A. Services. Throughout the term of this Agreement, Agency shall provide the services enumerated in "Exhibit A," ("Services") which is attached hereto and incorporated herein by reference.
- B. Competence to Perform Services. Agency acknowledges that it, its authorized representatives and/or the persons it may employ, possess all skills and training necessary to perform the Services described herein and required hereunder.

2. COMPENSATION

- A. Compensation for Marketing Services. Agency shall bill the RSCVA on a retainer basis of \$20,000 per month for the marketing services as outlined in "Exhibit A". The retainer does not account for all creative conceiving with regard to services outlined. Agency shall bill the RSCVA on a monthly basis of \$6,500 for strategic and creative services tied to paid social efforts. Once projects are approved by RSCVA, agency creative/service time and out-of-pocket expenses for execution become billable above and beyond the retainer. Invoice for retainer will be accompanied by a retainer reconciliation that breaks down the agency time by billing category/agency discipline. If Agency reconciliation comes in under budget in a month, it would be rolled over and "available" time for future months. Billing shall occur on approximately the 25th day of the month. RSCVA shall pay Agency within 30 days of receipt of such billings, except in the event the RSCVA disputes any such billing. RSCVA will notify Agency in writing of any disputed items. Additional projects and execution of creative outside the scope of work outlined in "Attachment A" will be quoted separately and approved in advance of work commencing. Quote and subsequent approval for additional projects and execution of creative to be in writing.
- B. Expense Reimbursement. The RSCVA shall reimburse Agency for all reasonable out-of-pocket business expenses incurred on behalf of the RSCVA, including but not limited to shipping, postage, and travel expenses, provided, however, Agency has obtained advance authorization from the RSCVA for any travel expenses to be reimbursed. Agency is responsible for using the lowest cost travel options and shall, whenever reasonably possible, follow the RSCVA travel policies and procedures. Proof of expenses and backup invoices are to be included with the invoicing.
- C. Amendment of Compensation. Agency shall monitor and record all time associated with all Services and other activities performed on behalf of the RSCVA by Agency in order to evaluate the appropriateness of all compensation under the Agreement. Agency compensation can be amended at any time upon the mutual agreement

of the RSCVA and Agency in the event the scope of work and/or budget changes significantly. Agency shall provide a monthly accounting of all time spent in providing the Services with each monthly invoice.

3. INDEPENDENT CONTRACTOR STATUS

- A. **Relationship.** Agency shall always provide the Services as an independent contractor of the RSCVA, and the relationship of the parties is not under any circumstances whatsoever to be deemed, nor is it the intent of the parties hereto, to be construed as a joint venture or partnership.
- B. **Payment of Taxes.** Agency, as an independent contractor, shall pay and be solely responsible for all of the following: worker's compensation, unemployment insurance (state and federal), FICA, federal withholding taxes (including quarterly federal tax returns, form 941), and all other local, state or federal taxes it may be obligated to pay as an independent contractor, including all corporate fees of Agency. Agency agrees it shall have no right, demand, or claim under this Agreement or by reason of the relationship between RSCVA and Agency for worker's compensation, unemployment insurance (state and federal), FICA, federal withholding taxes (including quarterly federal tax returns, form 941), or any corporate fees. Agency hereby forever relinquishes any and all right, demand and claim to any of the foregoing.
- C. **Waiver of Benefits.** Agency shall have no right to and hereby waives any right to any benefits RSCVA may provide its employees, officers or other contractors, including without limitation vacation and holiday time, sick leave, pension plan contributions, life insurance, medical and/or health insurance, disability insurance, professional malpractice insurance or any other benefits RSCVA may from time to time provide to its employees, officers or other contractors.
- D. **Professional Liability Insurance.** Agency shall obtain and maintain and/or arrange for professional liability (malpractice) insurance from companies acceptable to RSCVA at the sole cost and expense of Agency. The professional liability insurance shall cover Agency and any of its employees for their acts and omissions in the performance of this Agreement. The minimum limits of such professional liability insurance shall be \$1,000,000 dollars per occurrence and \$1,000,000 dollars in the aggregate.

4. INSURANCE

- A. Both parties shall procure and maintain, at its sole expense, the following minimum insurance coverages:
- B. 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 Firms, 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.
 - i. The policy shall include the RSCVA and its agents, beneficiaries, partners, employees, the County of Washoe, and the City of Reno as additional insureds with coverage at least as broad as Insurance Services Office (ISO) endorsement form CG 20 26 07/04.
 - ii. 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.
- C. 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 be less than One Million Dollars (\$1,000,000) combined single limit (CSL) for bodily injury and property damage.
- D. Workers' Compensation and Employer's Liability 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 City 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.

E. Form of Coverage. All such insurance maintained by the Agency shall be:

- i. issued by insurance companies authorized to do insurance business in the State of Nevada
- ii. issued by insurance companies with current A.M. Best financial ratings of at least A X or better
- iii. satisfactory in form and substance to the RSCVA

All insurance shall provide that the policy shall not be cancelled nor shall coverage be reduced thereunder until after thirty (30) days written notice to Authority at Reno-Sparks Convention & Visitors Authority, Post Office Box 837, Reno, Nevada 89504-0837.

The Firm shall deposit each policy or a certificate thereof with RSCVA no less than ten (10) days prior to the commencement of Services.

5. TERM

The term of this Agreement is May 1, 2019 through April 30, 2022, unless otherwise terminated pursuant to Section 7.

6. DEFAULT

Each of the following shall be considered an event of default (an "Event of Default") hereunder:

- A. In the event that the Agency shall fail to perform, keep and observe any of the terms, covenants and conditions of the Agreement to be performed, kept or observed, the RSCVA shall give the Firm written notice of such default. In the event such default is not remedied, or steps taken to remedy default to the satisfaction and approval of the RSCVA within fifteen (15) days of receipt of such notice by the Agency, the Agency may be declared in default.
- B. Should the Agency be placed into bankruptcy either voluntarily or by the courts, or should the Agency become financially insolvent and unable to perform its duties under the Agreement, the RSCVA may immediately declare the Agency in default.
- C. Should the Agency fail to obtain or maintain the necessary licenses and permits to conduct its business, including, but not limited to Washoe County and City of Reno Business Licenses, the RSCVA may declare the Agency in default.

7. TERMINATION

This Agreement may be terminated by either party (i) immediately, upon written notice to the other party in the event that the other has committed an Event of Default, or (ii) without cause upon 30 days prior written notice to the other party.

Handwritten signature and initials in the bottom right corner of the page.

8. INDEMNIFICATION

Agency agrees to exercise its best judgment in performing the Services hereunder, including but not limited to the preparation and placement of all marketing materials for RSCVA with a view to avoiding any claims, proceedings or suits being made or instituted against the RSCVA or Agency. Agency agrees to indemnify, defend and hold harmless the RSCVA from and against any and all claims, demands, actions, liabilities, and expenses including reasonable attorney's fees arising out of the Agency's operations, actions or inactions. RSCVA agrees to indemnify, defend and hold Agency harmless against any loss or expense, including reasonable attorneys' fees and other costs, that Agency may sustain or incur as a result of any claim, suit or proceeding made, brought or threatened against Agency arising out of assertions made for RSCVA products, services or materials, or assertions made regarding RSCVA competitors in any advertising, promotion, press release or related materials that Agency may prepare for RSCVA and which RSCVA approves before publication, broadcast or other use, as well as for any claim, suit or proceeding arising out of the nature or use of RSCVA products, services or materials by anyone including RSCVA.

9. CONFIDENTIALITY

Agency and RSCVA hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information, and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereinafter defined), including any and all proprietary business information of such party of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. The term "Trade Secret" has that meaning set forth under applicable law and may include, but is not limited to, technical and non-technical data related to designs, programs, inventions, finances, actual or potential customers and suppliers, research, development, marketing, existing and future products and employees of the disclosing party and its affiliates. "Company Information" of a party means, collectively, such party's Confidential Information and Trade Secrets. Company Information also includes information which has been disclosed to a party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto. During the term of this Agreement, neither party will directly or indirectly use or disclose any Company Information of the other party without advance approval of the President of Agency and RSCVA, except that Agency may use or disclose Company Information of RSCVA to the extent necessary to perform its obligations hereunder. Following the end of this Agreement, neither party will directly or indirectly use or disclose any Trade Secret of the other party. For a period of twenty-four (24) months following the termination of this Agreement, neither party will directly or indirectly use or disclose any Confidential Information of the other party. Either party may disclose the existence of this Agreement as reasonably required but shall not disclose the terms of this Agreement to any third party without the advance approval of the President of Agency and RSCVA. Notwithstanding the provisions of the foregoing sentence, Agency acknowledges that the RSCVA is a public agency subject to the Nevada Open Meeting Laws as set forth in Nevada Revised Statutes ("NRS") Chapter 241, and that this Agreement is a public record as contemplated by NRS Chapter 239. As such, the RSCVA is required to provide this Agreement to members of the public requesting the same and may do pursuant to any such public records request without any obligation to notify or obtain the consent of Agency.

10. OWNERSHIP AND DISPOSITION OF PROPERTY AND MATERIALS

All property (regardless of whether it is real, personal or intellectual property) and materials which are produced by reason of the terms of this Agreement, including intercept and interview research findings, communication plans, branding and positioning documents, advertising concepts, creative briefs and any other marketing or research information about the Reno Tahoe destination, shall be the property of the RSCVA if and only if the RSCVA pays all undisputed invoices rendered to the RSCVA for respective work and reasonable charges billed to RSCVA by Agency. Upon termination of this Agreement, all such property and materials shall be the property of the RSCVA unless RSCVA fails to pay for such property and materials in accordance with the terms of this



Agreement (even though RSCVA or another party may have physical possession thereof).

RSCVA agrees that any public or private dissemination of any data or conclusions represented to be those of Agency will be in strict conformity with the data and analysis provided to the RSCVA by Agency.

Agency is entitled to retain copies of all data and analysis for its own internal use. However, all of the data obtained by Agency is the exclusive property of the RSCVA. Agency will not release any data whatsoever except as provided in the preceding paragraph, nor any other information in its possession concerning the RSCVA, except as may be required by law, without the prior obtained written permission of the RSCVA.

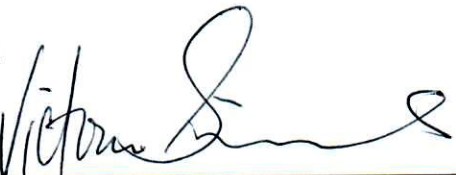
11. **MISCELLANEOUS**

- a. **No Waiver of Rights.** Failure of a party at any time to require another party's performance of any obligation under this Agreement will not affect the right to require performance of that obligation at any later time. Any waiver of any breach of any provision of the Agreement will not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or modification of the provision itself, or a waiver or modification of any right under this Agreement.
- b. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter of this Agreement and it supersedes any prior oral or written agreements and understandings between them. This Agreement may be modified only in writing signed by Agency and the RSCVA.
- c. **Governing Law.** The validity, construction, performance and effect of this Agreement will be governed by the substantive laws of the State of Nevada. It is further agreed that any action, suit or judicial proceedings brought by either party against the other with respect to any matter arising out of or connected with this Agreement and/or the relationship of the parties, will be brought in a court located in the State of Nevada having competent jurisdiction, and that such court will have personal jurisdiction over the parties with respect to such action, suit or proceeding.
- D. **Attorney Fees and Expenses.** In the event either party shall file an action or proceeding against the other to enforce any provision or right hereunder, the prevailing party in such action or proceeding shall be paid by the other party thereto all reasonable costs and expenses incurred by such prevailing party in connection with such action or proceeding, expressly including, but not limited to, reasonable attorney fees. Such costs and expenses, including attorney fees, shall be included in any judgment or decree rendered in such action or proceeding.
- E. **Conflict of Interest.** If the Agency has client relationships and/or personnel that would compromise the RSCVA or prevent the objective and effective implementation of the assigned scope of work, the Agency must disclose such relationship(s) to the RSCVA.
- F. **Subcontracts.** All subcontracts and/or third-party service providers in excess of \$1,000 must be pre-approved by the RSCVA.
- G. **Assignment.** This Agreement may not be assigned by Agency without the prior express written consent of the RSCVA. Any assignment in violation of the foregoing provisions shall be deemed to be void and of no force or effect. In no event shall any assignment be made to any party that is not a responsible person able to perform the Agreement as determined solely by the RSCVA.



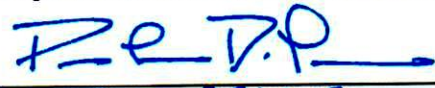
IN WITNESS WHEREOF, the undersigned have executed this Agreement on the 29th day of March 2019.

BVK

By: 
Its: VICTORIA SIMMONS
VP GROUP ACCOUNT DIRECTOR

RSCVA

Reno-Sparks Convention and Visitors Authority

By: 
Its: PHILIP L. DELONE
PRESIDENT + CEO

To: RSCVA Board of Directors

From: Charles Harris, President & CEO
Christina Erny, Vice President of Marketing

Cc: Charlene Bybee, RSCVA Board Chair

Date: June 15, 2023

Subject: Review, Discussion, and Possible Action to Approve Staff's Recommendation to Award the Request for Proposal 2022-MKT02 for Website Search Engine Optimization.

Executive Summary

The marketing department issued a request for proposal (RFP 2022-MKT02) for website search engine optimization for the www.visitrenotahoe.com website. Staff recommends awarding the contract to KPS3, a local Reno agency, in an amount not to exceed \$120,000.00 for a contract period not to exceed 12 months for the development of strategy, enablement of platforms, execution of campaigns, and performance reporting for the organic search channel.

Background

RFP 2022-MKT02 for website search engine optimization was released Monday, November 7, 2022 with the following general scope outlined: *The Reno-Sparks Convention and Visitors Authority (RSCVA) is seeking to contract with an experienced organization for search engine optimization (SEO) for the www.visitrenotahoe.com website. The chosen organization will be responsible for the development of strategy, enablement of platforms, execution of campaigns, and performance reporting for the organic search channel.*

Submissions were due Friday, January 13, 2023. The RSCVA received 12 total proposals. Staff established a scoring methodology and sought the input of various individuals as part of an internal staff committee, ultimately identifying 4 potential candidates to move forward to a round of hybrid in-person/remote presentations. Further evaluation and discussion by the scoring committee resulted in a united recommendation to move forward with the development and approval of a detailed contractual scope of work with KPS3, a local Reno Tahoe marketing agency.

Fiscal Impact

This project is dependent on funding in the FY24 marketing budget. Funds in the amount of \$120,000 have been allocated as part of the FY24 budget, which was approved by the Board of Directors during the meeting on May 25, 2023. Contracts will be developed within the limits of the allocated funding.



Based on staff's evaluation of the qualifying proposals received, staff recommends the development and approval of a detailed scope of work with KPS3 for services outlined in RFP 2022-MKT02 in an amount not exceeding One Hundred and Twenty Thousand and No/100ths Dollars (\$120,000.00) and for a duration not to exceed 12 months.

Proposed Motion

Staff Recommends the following motion: The Board moves to approve the authorization of the President and CEO to execute agreements with KPS3 for the work described within RFP 2022-MKT02 for professional services related to website search engine optimization in an amount not to exceed One Hundred and Twenty Thousand and No/100ths Dollars (\$120,000.00) and for a duration not to exceed 12 months.

To: RSCVA Board of Directors

From: Charles Harris, President and CEO
Christina Erny, Vice President of Marketing

Cc: Charlene Bybee, RSCVA Board Chair

Date: June 15, 2023

Subject: Review, Discussion and Possible Action to approve Staff's Recommendation to allocate certain expenditures for air service marketing, media, and education initiatives, including promotions to acquire, expand or maintain flights targeting airline education, long haul service and JetBlue NYC flight, to the FY23 Air Service Fund

Executive Summary

In line with the specific direction, initiatives, and goals for Fiscal Year 2022-2023 as outlined in the FY23 Annual Business Plan and RSCVA 3-Year Strategic Plan, staff is seeking approval from the Board of Directors to allocate certain FY 23 expenditures related to marketing and media initiatives to acquire, expand or maintain flights targeting airline education, long haul service and JetBlue NYC flight, to the FY 23 Air Service Fund.

Background

As part of the Strategic Plan, a key initiative approved by the Board of Directors is to "Work with RTAA to maintain and expand year-round air service so that visiting and holding meetings in Reno Tahoe is easy and convenient."

The Fiscal Year 2022-2023 Annual Business Plan as approved by the Board of Directors on July 14, 2022, includes the following initiative: Maintain and expand air service through sales, tourism and media promotions, measured by distributing monies from Air Service Fund to acquire, expand or maintain flights targeting airline education, long haul service and JetBlue NYC Flight.

Screenshot from the FY23 Annual Plan

Air Service Work with RTAA to maintain and expand year-round air service so that visiting and holding meetings in Reno Tahoe is easy and convenient.
Maintain and expand air service through sales, tourism, and media promotions
Measurable: Distribute monies from Air Service Fund to acquire, expand or maintain flights targeting airline education, long haul service and JetBlue NYC flight
Take an active approach to airline relations, and a leading role in the FY/23 — FY/25 advancement of RASC
Measurable: Maintain RASC affiliation
Encourage and assist airlines in their efforts to increase service and enhance destination partnerships
Measurable: Lead or assist in at least five marketing and/or air service partnerships with various airlines, or nonstop partner destinations, servicing Reno-Tahoe International Airport



Fiscal Impact

If approved, staff will allocate monies spent directly on marketing and media initiatives which were correlated with air service to the FY23 Air Service Fund, up to \$600,000.

Recommendation

Staff recommends the following motion: move to approve the allocation of expenditures to the Air Service Fund in FY 23 for marketing and media initiatives to acquire, expand or maintain flights targeting airline education, long haul service and JetBlue NYC flight, in an amount not to exceed \$600,000.



To: Reno Tahoe Board of Directors

From: Charles Harris, President & CEO

Cc: Charlene Bybee, RSCVA Board Chair

Date: May 25, 2023

Subject: Review, Discussion and Possible Approval of the Fiscal Year 2023-2024 Annual Business Plan

Executive Summary

The Board of Directors is being asked to review, discuss and provide feedback on the annual business plan draft, which will provide staff with specific direction, initiatives and goals for Fiscal Year 2022-2023. Once amended, staff will present the completed FY 2023-2024 Annual Plan to the board for final approval.

Background

Each year, the RSCVA develops and publishes an integrated annual business plan that outlines the goals, strategies and tactics that work in unison to deliver on our strategic vision. The individual strategies and tactics within the plan are measured, optimized, and reported to the Board of Directors on an ongoing basis. The included business plan is based on the Strategic Priorities, Initiatives and Tactics in the current three-year Strategic Plan, approved by the Board on May 19, 2022.

Fiscal Impact

The Board of Directors is being presented with the FY 2023-2024 budget at this meeting. Approval of the annual business plan will not incur expenses in addition to the aforementioned budget.

Recommendation

Staff is recommending the RSCVA Board of Directors make recommendations to the presented Annual Plan, with the intent to approve at a later meeting of the Board.



June 12, 2023

Charles Harris
President & CEO
Reno Sparks Convention & Visitors Bureau
4001 S. Virginia Street, Suite G
Reno, NV 89502

Dear Mr. Harris,

In response to Ms. Farmer's email request regarding the completion of Shannon Keel's second two-year term as a member of the RSCVA Board of Directors expiring on June 30, 2023, the Nevada Resort Association nominates John East of Jacobs Entertainment for appointment for a two-year term beginning in July 2023 ending July 2025.

You may reach Mr. East by email at jeast@bhwk.com or by contacting his office at (303) 582-6300.

Per the RSCVA's request to nominate more than one individual, we are also nominating Matt Denning, General Manager of Gold Dust Reno, with Jacobs Entertainment.

If you have any further questions, please do not hesitate to contact our office at 702-735-4888.

Sincerely,

A handwritten signature in black ink that reads "Virginia Valentine".

Virginia Valentine
President
Nevada Resort Association

cc: John East



Reno-Sparks Convention and Visitors Authority

Interim Financial Report

April 2023



**Reno-Sparks Convention and Visitors Authority
Interim Financial Report
April 2023**

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RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

Financial Summary by Category

	Ten Month Period Ended April 30,			Total Budget (Augmented) Fiscal Year 2023
	2023	2022	2019 (Pre-Pandemic)	
Revenues				
Room Tax Collections	\$ 33,555,909	\$ 32,032,004	\$ 28,415,391	\$ 38,029,531
Tourism Surcharge	3,862,102	3,946,196	4,272,785	4,795,883
Facilities Revenues	7,628,998	5,666,183	6,894,709	8,461,387
Grants	-	2,848,012	-	1,250,000
Other Income	1,440,927	902,999	1,124,974	1,588,101
Total Revenues	\$ 46,487,935	\$ 45,395,394	\$ 40,707,859	\$ 54,124,902
Operating Expenses (by Category)				
Payroll & Related	\$ 10,087,551	\$ 4,232,395	\$ 5,651,115	\$ 15,951,479
Supplies & Services	8,553,987	11,374,368	11,855,058	10,100,345
Travel & Entertainment	698,974	371,482	683,787	975,164
Promotion & Advertising	8,478,613	5,484,083	7,882,778	13,295,055
Special Projects	1,719,907	936,379	1,438,284	3,375,250
Other	115,732	53,818	82,238	107,702
Total Operating Expenses	\$ 29,654,764	\$ 22,452,525	\$ 27,593,261	\$ 43,804,994
Non-Operating Expenses/General Fund Transfers Out				
Incline Village/Crystal Bay Apportionment	\$ 2,014,478	\$ 1,896,294	\$ 1,520,723	\$ 2,414,809
Debt Service Transfers	6,825,125	6,714,708	10,674,752	8,190,150
Capital Improvements	2,596,217	734,912	2,074,450	11,012,992
Contingency	-	-	-	200,000
Total Non-Operating Expenses/Transfers	\$ 11,435,820	\$ 9,345,914	\$ 14,269,925	\$ 21,817,952
Net Revenues (Expenses)	\$ 5,397,351	\$ 13,596,955	\$ (1,155,326)	\$ (11,498,043)

RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

Financial Summary by Department

	Ten Month Period Ended April 30,			Total Budget (Augmented) Fiscal Year 2023
	2023	2022	2019 (Pre-Pandemic)	
Revenues				
Room Tax Collections	\$ 33,555,909	\$ 32,032,004	\$ 28,415,391	\$ 38,029,531
Tourism Surcharge	3,862,102	3,946,196	4,272,785	4,795,883
Facilities	7,628,998	5,666,183	6,894,709	8,461,387
Grants	-	2,848,012	-	1,250,000
Other Income	1,440,927	902,999	1,124,974	1,588,101
Total Revenues	46,487,935	45,395,394	40,707,859	54,124,902
Operating Expenses (by Department)				
Facilities Operations	11,382,553	9,825,626	10,582,732	14,454,139
Marketing	9,262,917	5,999,496	8,461,968	15,047,641
Sales	5,234,697	3,755,684	5,559,838	8,767,312
General Government, Finance, and Administrative	3,774,597	2,871,718	2,988,723	5,534,808
Total Operating Expenses	29,654,764	22,452,525	27,593,261	43,803,900
Non-Operating Expenses/General Fund Transfers Out				
Incline Village/Crystal Bay Room Tax Apportionment	2,014,478	1,896,294	1,520,723	2,414,809
Debt Service Transfers	6,825,125	6,714,708	10,674,752	8,190,150
Capital Improvements	2,596,217	734,912	2,074,450	11,012,992
Contingency	-	-	-	200,000
Total Non-Operating Expenses/Transfers	11,435,820	9,345,914	14,269,925	21,817,952
Net Revenues (Expenses)	\$ 5,397,351	\$ 13,596,955	\$ (1,155,326)	\$ (11,496,949)

RENO-SPARKS CONVENTION AND VISITORS AUTHORITY

Transient Lodging Tax Collections and Statistics

	Ten Month Period Ended April 30,		Increase (Decrease)	
	2023	2022	\$	%
Room Tax Collections				
Lodging (6 5/8%)	\$ 25,774,828	\$ 24,604,293	\$ 1,170,535	4.8%
Convention Center (2%)	7,781,080	7,427,711	353,369	4.8%
Tourism Surcharge	3,862,102	3,946,196	(84,094)	(2.1%)
Total Tax Collections	\$ 37,418,011	\$ 35,978,200	\$ 1,439,810	4.0%
Total Taxable Room Revenues	\$ 389,116,750	\$ 371,332,744	\$ 17,784,006	4.8%
Average Rate - Cash	\$ 147.62	\$ 140.26	\$ 7.37	5.3%
Occupied Rooms				
Cash	2,635,876	2,647,497	(11,621)	(0.4%)
Comp	665,406	638,740	26,666	4.2%
28 Day	915,618	1,008,567	(92,949)	(9.2%)
Total Occupied Rooms	4,216,900	4,294,804	(77,904)	(1.8%)
Total Percentage of Occupancy	64.6%	65.0%	(0.4)	(0.7%)
Total Taxable Room Revenues by Tax District				
Reno B (Suburban Reno)	\$ 180,834,336	\$ 173,470,464	\$ 7,363,872	4.2%
Reno D (Downtown Reno)	\$ 89,282,623	\$ 84,532,910	\$ 4,749,713	5.6%
Reno E (1 Mile Radius from Downtown)	\$ 10,982,725	\$ 9,558,016	\$ 1,424,710	14.9%
Washoe A (Washoe County (excluding Incline Village)	\$ 750,591	\$ 834,896	\$ (84,305)	(10.1%)
Washoe B (Incline Village)	\$ 56,823,179	\$ 53,237,508	\$ 3,585,672	6.7%
Sparks	\$ 50,443,295	\$ 49,698,950	\$ 744,345	1.5%