



The Reno-Sparks Convention & Visitors Authority is soliciting a  
Bid for  
**FURNISHING AND DELIVERY OF ALCOHOLIC BEER &  
MALT BEVERAGES AND POURING RIGHTS FOR THE  
RENO-SPARKS CONVENTION CENTER, RENO-SPARKS  
LIVESTOCK EVENTS CENTER, NATIONAL BOWLING  
STADIUM AND THE RENO EVENTS CENTER**

**RFP #2024-EXEC01**

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*Released by Amy Pickens, Project Manager  
(November 15, 2023)*

The Point of Contact is Amy Pickens, Project Manager at  
(775) 335-8839, or  
e-mail [apickens@renotahoeusa.com](mailto:apickens@renotahoeusa.com).

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

**SUBMISSION DATE AND TIME: Thursday, December 14, 10:00 AM (PST)**

Company Name: \_\_\_\_\_



## TABLE OF CONTENTS

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



W.	Open Meeting Law .....	18
X.	Protests.....	18
Y.	Signature.....	20
Z.	Contract Termination for Cause .....	20
AA.	Contract Termination of Convenience.....	20
BB.	Submission of Responses.....	20
CC.	Tax Exemption.....	21
DD.	Venue.....	21
EE.	Withdrawal of Bids/Proposals.....	21
<b>IX.</b>	<b>OBJECTIVES.....</b>	<b>21</b>
<b>X.</b>	<b>SCOPE .....</b>	<b>22</b>
<b>XI.</b>	<b>MANDATORY CRITERIA .....</b>	<b>24</b>



## **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 #2024-EXEC01**

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 bid is for Delivery of Beer and Malt Beverage Services and Pouring Rights for the Reno-Sparks Convention Center, Reno-Sparks Livestock Events Center, National Bowling Stadium and Reno Events Center.

## **II. SCHEDULE**

Request for Proposals Available  
Written Questions Due (if any)  
Written Responses to Questions Issued  
Bid Responses Due  
Bid Opening Time

**Wednesday, November 15, 2023**  
**Tuesday, November 28, 2023, 10:00AM (PST)**  
**Wednesday, November 29, 2023, 5:00 PM (PST)**  
**Thursday, December 14, 2023, 10:00 AM (PST)**  
**Thursday, November 14, 2023, 10:10 AM (PST)**



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 REQUIREMENTS**

Responses should be enumerated in the same order and fashion of the Mandatory Specifications outlined within. Respondents are required to fully respond with compliance statements to each of the mandatory specifications. Respondents are required to fully respond with description of ability and how to meet the Mandatory Criteria.

Respondents must be clear and concise in responses in order to be fully credited in the evaluation. Attach and reference any relevant documentation that would ensure the evaluating committee that Mandatory Criteria is met. If "no response" or insufficient response to substantiate compliance is provided, the Authority reserves the sole right to reject bidders' proposal from further consideration.

Bidder must submit its response to this Bid on the letterhead of its company, Bidder establishment, corporation, etc. attached to the original RFP#2024-EXEC01 document. Bidder will sign and return the ENTIRE BID DOCUMENT, together with any addenda, amendments, and bidder questions with the Authority's responses, if any. Responses must be contained in a sealed envelope with (2) paper copies (1) labeled as "**Original**" and (1) electronic copy via a non-password protected flash drive in PDF format.

Responses will be enclosed in a sealed envelope addressed to:

Reno-Sparks Convention and Visitors Authority  
Facilities Department  
P.O. Box 837  
Reno, NV 89504-0837  
Attention: Amy Pickens

Or delivered to:

Reno-Sparks Convention Center  
4590 S. Virginia Street  
Reno, NV 89502  
Attention: Amy Pickens

***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."**

Bidder Information Requirements		Page	Completed
V.A.	Company Information	7	<input type="checkbox"/>
V.B.	Company Background	8	<input type="checkbox"/>
V.C.	Business License Information	9	<input type="checkbox"/>
VI.	Certification Regarding Debarment	10	<input type="checkbox"/>
VII.	Acknowledgment and Execution	11	<input type="checkbox"/>
XI.	Mandatory Criteria	24	<input type="checkbox"/>



**V. PROPOSER INFORMATION**

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

**A. Company Information**

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



**B. Company Background**

Has your company ever failed to complete any contracts awarded to it?  
No\_\_\_Yes\_\_\_(If yes, please provide details.)

Has your company filed any arbitration request or 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. Business License Information:**

<b>City of Reno</b>
License Number:
License Expiration:
Name of Licensee (if different):

**Or**

License will be obtained after award.



## VI. CERTIFICATION REGARDING DEBARMENT

### Certification Regarding Debarment, Suspension, And Other Matters

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

The prospective bidder, \_\_\_\_\_ 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:
Title:
Date:



## VII. ACKNOWLEDGMENT AND EXECUTION

\_\_\_\_\_ (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 **RFP#2024-EXEC01 FURNISHING AND DELIVERY OF ALCOHOLIC BEER & MALT BEVERAGES AND POURING RIGHTS FOR THE RENO-SPARKS CONVENTION CENTER, RENO-SPARKS LIVESTOCK EVENTS CENTER, NATIONAL BOWLING STADIUM AND THE RENO EVENTS CENTER** 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:
Title:
Date:

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

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

Upon discovering an apparent clerical error, the Authority shall contact the Bidder and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. The Authority reserves the right to request clarification of any portion of the Bidder's response in order to verify the intent. The Bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

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.

Bidders are advised that the Authority intends to select the Bidder that the Authority determines is responsive and responsible and will provide the Authority with the highest quality products, efficient services, and highest revenues, based on the criteria set out below. **The decision made by the board of directors of the Authority will be final.**

In order to determine this, the Authority will consider the following factors, none of which will, standing alone, be conclusive:

- a) Creativity reflected in the Proposal for unique operational plans, menu, personnel training, and related marketing and promotional ideas.
- b) The experience, training, and past performance of those persons designated by the Proposer as proposed management personnel.
- c) The Proposer's performance at other facilities, as shown by contacts with representatives of those facilities by phone or mail which have been or may be made by the Authority.
- d) Proposer's general reputation for performance and service.
- e) Proposer's financial return to the Authority.
- f) The quality and scope of the Proposer's investment.

The best interests of the public

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 without the Authority's prior written approval.

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 or the City of Sparks. Proof of certificates, licenses, and permits must be submitted to the Authority Finance Department before work can begin. Cost of all required certificates, licenses, and permits are the responsibility of the 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 12/07, or equivalent, providing coverage on an occurrence form for Bodily Injury, Property Damage, Liquor Liability, Independent Bidders, 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 07/04.

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

**Automobile Liability.** Automobile Liability at least as broad as Insurance Services Office Business Auto Coverage Form CA00 01, or equivalent, providing coverage for Bodily Injury





and Property Damage resulting from the ownership, maintenance, or use of any auto, whether owned, rented or hired or non-owned. The limit of liability shall not less than Two Million Dollars (\$2,000,000) combined single limit (CSL) for bodily injury and property damage.

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

#### **W. Open Meeting Law**

NRS 241 provides that public business will be conducted in 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: Amy Pickens. All protests must be in writing to be considered and shall specify in detail the grounds for the protest and the facts and law supporting the protest. All pre-opening protests will be resolved by the Authority prior to the submission opening. The Authority Finance Department will issue a written decision specifying the grounds for granting or denying the pre-opening protest. If a protest is granted, the proposed opening date may be postponed and an Addendum issued or, at the sole discretions of the Authority, the Authority may cancel the bid. If the protest is denied, submissions will be received and opened on the scheduled opening date in the same manner as if no protest had been filed.

**Appeal by Unsuccessful 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 Vice President 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. Contract Termination for Cause**

In the event the Contractor violates any provisions of the contract, the Authority may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the Authority may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.

#### **AA. Contract Termination for Convenience**

The Authority reserves the right, in its best interest as determined by the Authority, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

#### **BB. 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.

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.

#### **CC. 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.

#### **DD. 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.

#### **EE. 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.

### **IX. OBJECTIVE**

The Reno-Sparks Convention and Visitors Authority, an independent governmental entity, proposes to contract with an organization to provide **Beer and Malt Beverage Services and Pouring Rights** as described herein.

Aramark Sports and Entertainment Services, LLC presently operates food and beverage services at the Reno-Sparks Convention Center, Reno-Sparks Livestock Events Center,

National Bowling Stadium and the Reno Events Center. The RSCVA's objective is to have the successful bidder cooperate with the RSCVA's food and beverage provider by providing their products i.e., beer and malt beverages, and non-alcoholic beer for servicing assemblies, banquets, public shows, concerts, conventions, meetings, and sporting events at all RSCVA facilities.



<b>FY 2023</b>	<b>Concessions/Catering Beer &amp; Malt Beverage Revenue</b>	<b>Mashkin Beer &amp; Malt Beverage Revenue</b>	<b>Total Revenue</b>
	<b>\$1,532,967.00</b>	<b>\$62,151.00</b>	<b>\$1,595,118.00</b>

## **X. SCOPE**

The Reno-Sparks Convention and Visitors Authority (RSCVA) is seeking proposals from qualified professional firms interested in providing the following: Beer and Malt Beverage Services and Pouring Rights.

The RSCVA desires to partner with a nationally recognized Beverage Supplier to enhance current operations and service levels while maximizing the RSCVA's revenues. This partnership will create new opportunities to provide substantial benefits for the RSCVA and its beverage supply partner.

The objective of this partnership is to maintain existing, and generate additional, revenue streams for the RSCVA. This will be accomplished by establishing a long-term relationship with a Beverage Supplier that will be mutually beneficial to both parties. Opportunities to meet these objectives are available by establishing competitive prices for products and Supplier promotions in the form of RSCVA Facilities sponsorship and signage options.

The RSCVA's goal is to meet or exceed the following objectives:

- **Marketing & Promotions:** Successful bidder will provide on-site activation for partner-selected brands to increase product awareness and provide for product education and/or unique consumer experiences. Successful Bidder may also propose sponsorship of performances or events. Marketing and Promotions should be included in the proposal.
- **Increase Beverage Revenues:** As an element of a, long-term agreement, the RSCVA wishes to increase revenues through increased beverage distribution and competitive pricing. The successful bidder will provide guidance to the RSCVA for increasing concession sales and profitability.
- **Maintain Exceptional Services Levels:** The RSCVA desires for successful bidder to provide a continual program for providing exceptional service levels, by providing superior equipment service and responding to RSCVA requests in the most timely and efficient manner possible.
- **Partnership Fee:** Annual partnership fee the proposer would provide for marketing assistance and necessary equipment.
- **Increase the use of sustainable packaging** for all concession products used at RSCVA facilities.



### **Preferred Supplier**

The successful bidder shall have the preferred rights to make beverages for sale on RSCVA properties. The RSCVA's food and beverage provider and the successful bidder shall agree that beverage products in the product line and such other beverage products as the successful bidder and the RSCVA's food and beverage provider shall mutually designate, shall be the preferred beverages sold at all RSCVA properties. RSCVA agrees that unless otherwise agreed to by successful bidder, the RSCVA's food and beverage provider shall purchase beverage products for RSCVA properties from the successful bidder provided that the firm is able to supply any product or similar product which the RSCVA's food and beverage provider desires to purchase. If the successful bidder cannot supply the product or similar product, then the RSCVA's food and beverage provider may purchase such products from another source.

### **Permitted Exceptions**

"Beverage" or "Beverages" shall not include Reno-Tahoe branded water, milk, flavored milk, freshly brewed coffee, freshly brewed tea, hot chocolate, all juice squeezed fresh at the facilities. Water drawn from the public water supply is a permitted exception; provided, however, that the exclusions contained herein shall not apply to any products manufactured, licensed, or distributed by competitor or any affiliate or joint venture thereof.

Exceptions will include any defined beverage categories that cannot be supplied by the successful bidder or alternate requirements of other sponsored events. Additionally, competitive product(s) may be allowed when an entertainer who has contractually agreed to perform at one of the facilities has requested such competitive product(s) for personal consumption.

### **Finished Product**

The successful bidder will be required to provide its complete line of alcoholic and non-alcoholic beverage products, including but not limited to canned and bottled products at all locations. If and when the successful bidder enters new beverage categories, produces new beverage products, or makes changes to existing products, the RSCVA's food and beverage firm and the successful bidder will decide whether those beverage products will be sold at RSCVA facilities during the terms of the agreement. Successful bidder will provide competitive brands, if applicable. The placement of these brands will be mutually agreed on by both the RSCVA's food and beverage firm and the successful bidder.

### **Rental Equipment**

All rental equipment must be new, or refurbished like new, state of the art, and remain in that condition throughout the life of the contract.

### **Other Products**

If and when the successful bidder enters new beverage categories, produces new beverage products, or makes changes to existing products, the RSCVA's food and beverage firm will decide whether those products will be vended during the terms of the agreement.

### **Contract Period**

The contract period shall be a three (3) year agreement, commencing on January 1, 2024 with the option to renew for two (2) additional one-year periods, with mutual consent of both parties.



Each respondent is required to state their maximum percent increase for items awarded for the successive annual renewal periods, if applicable. The percent increase shall be a percentage change in the unit prices and shall not exceed that percent. The percent increase will be considered when evaluating the financial proposals.

## **XI. Mandatory Criteria**

Respondents must meet mandatory requirements in this section in order to continue with a response to this RFP. Any Respondent that does not meet the following requirements and does not include responses to the following questions in their submission to RFP# 2024-EXEC01 will be removed from further consideration. Respondents must provide a written, affirmative response to each of the criteria stated below and provide substantiating information to support your answer.

1. Respondent must have demonstrated and proven success in providing beverage services in convention centers, concert, and public assembly venues for a period of no less than 10 years.  
Confirm and provide information to support your answer. Yes \_\_\_\_\_ No \_\_\_\_\_
2. **Company experience:** Describe your current ability to provide professional beverage services and pouring rights to the Authority.
3. **Innovation & Creativity:** The respondent shall demonstrate their qualifications and capabilities of being innovative in their field. Outline your history and successes with proposing new concepts and implementing initiatives which lead to long term success.
4. **Implementation time frame:** Explain the time frame and process for beginning service.
5. The Partnership Plan should identify specific marketing branding objectives separated by brand. The Partnership Plan represents an opportunity for each proposer to provide examples of its innovation, promotional ideas, educational initiatives, and understanding of Applicable Locations as well as individual brand expectations and initiatives.
6. Respondents are required to provide details of their proposed **Product/Service Plan** as specified below:
  - a. **Service:** The proposal should provide an overview of the respondent's service, including days and hours of service.
  - b. **Marketing & Promotions:** Respondent shall outline intended efforts to support the marketing and sale of Malt Beverages and Beer products in all distribution channels. Please outline proposed marketing and promotions by Applicable Locations.
  - c. **Locations:** Please identify the proposed products as they relate to event goer's choices at Applicable Locations.
  - d. **Proposed Brands:** The proposal should provide an overview of the proposed brands and individual brand initiatives at Applicable Locations.
7. Respondents are required to provide Pricing Proposals in line with the following headings:





- a. Annual Partnership Fee
- b. Additional Financial Compensation (if applicable)
- c. Product or Service Trade (if applicable)

Respondents are required to provide supporting assumptions and explanations of their pricing proposals to enable evaluation of the value of money.