

The Reno-Sparks Convention & Visitors Authority is soliciting a Request for Proposals for

Management and Operation of the National Bowling Stadium and Reno Events Center And/Or

Reno-Sparks Convention Center and Reno-Sparks Livestock Events Center

RFP #2018-01

Released by Jeff Jensen, Accounting Manager (Friday, November 17, 2017)

The Point of Contact is Jeff Jensen, Accounting Manager at (775) 827-7627, Fax (775) 827-7678, or e-mail jjensen@RenoTahoeUSA.com.

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

SUBMISSION DATE AND TIME: Friday, December 22, 2017 (2:00pm (PST))



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I. INTRODUCTION

The Reno-Sparks Convention and Visitors Authority ("Authority") is currently accepting sealed responses from qualified Proposers (a "Proposer") for the provision of services, as set forth in this **Request for Proposal 2018-01**.

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

The Authority seeks the services of an experienced and well-respected Proposer to operate first-class, high-quality, state-of-the-art Authority Facilities that meet the needs of conventions, trade shows, consumer shows, meetings, entertainment, and community events. In considering an alternative management structure, the Authority has identified the following operational goals for the Authority. The intent is to achieve these goals in the most timely and cost-effective manner. Proposers should consider these goals an important part of the RFP process, as their ability to meet them will be carefully evaluated in the selection process. Goals that have been identified at this point are summarized below.

- 1. Manage day-to-day operations of the Authority Facilities (see definitions) in a cost effective, high quality and efficient manner.
- 2. Maximize the generation of room night occupancy.
- 3. Manage and create systems and policies to reduce the Authority operating expenses.
- 4. Identify and implement initiatives to enhance Authority revenues, while ensuring that the Authority remains economically competitive.
- 5. Work to ensure that conventions, exhibitions, trade shows, and other meetings are attracted to and retained at the Authority by producing an exhibitor-friendly and cost-effective environment.
- 6. Properly maintain and safeguard the Authority's capital investment through the exercise of the highest standards of maintenance and preservation, and, as the need arises, recommend capital improvements.
- 7. Provide superior services to users of the Authority and patrons and visitors attending events at the Authority, thereby maximizing customer satisfaction as exhibited by an industry-wide positive image of the Authority, and maximizing the Authority re-bookings.
- 8. Develop and oversee a customer friendly, cost efficient labor workforce.
- 9. Maximize the economic impact to the community, region, and state (via the accommodation of non-local conventions, trade shows, conferences and meetings) and overall utilization of the facility, while focusing on minimizing the annual operating cost for the Authority.
- 10. Develop and implement initiatives to penetrate new markets, attract new events



- and promote the Authority to enhance usage of the Authority Facilities and to increase room nights.
- 11. Work cooperatively with the Authority in attracting conventions, tradeshows, and events.
- 12. Respond to the ever-changing needs of the community and users of the facility with recommendations for expansion, renovations and upgrades of services.
- 13. Achieve all objectives in a professional manner, consistent with best industry practices and all applicable laws and ordinances.

This RFP can be bid for the management and operation of the:

The National Bowling Stadium and the Reno Events Center

And/Or

The Reno-Sparks Convention Center and the Reno-Sparks Livestock Events Center.

II. SCHEDULE

Request for Proposals Available

Mandatory pre-bid meeting

Written Questions Due (if any)

Written Responses to Questions Issued
Responses Due

Opening Time

Oral Interviews – Anticipated

Friday, November 17, 2017 Tuesday, December 5, 2017 9:00 AM Friday, December 15, 2017 5:00 PM Friday, December 22, 2017 Wednesday, January 10, 2018 2:00 PM Wednesday, January 10, 2018 2:10 PM

Tuesday, January 30, 2018

All Proposers are **required** to attend the Mandatory Pre-Bid meeting on December 5, 2017, 9:00 AM, at the Reno-Sparks Convention & Visitors Authority, 4001 South Virginia Street, Suite G, Reno, Nevada. During the Pre-Bid Meeting all Proposers will receive a supervised tour of the Authority Facilities.

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

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



III. SUBMISSION OF RESPONSE

Proposer will submit its response to this RFP on the letterhead of its company, Proposer establishment, corporation, etc. attached to the original RFP 2018-01 document. Proposer will sign and return the ENTIRE RFP DOCUMENT marked as **ORIGINAL**, with five (5) duplicate copies, together with any addenda.

Responses will be enclosed in a sealed envelope addressed to:

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

Or delivered to:

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

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

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



IV. PROPOSER'S CHECKLIST

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

	Proposer Information Requirements	Page	Completed
Α	Company Information	9	
В	Company Background	10	
С	Insurance Information	10	
D	Disclosure of Principles	11	
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	Proposal Responses Requirements		
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	Submission Document Type Requirements		
Α	One Original Hard Copy		
В	Five Duplicates		
С	One master CD/Flash Drive		
	Proposal Submission (Select One)		
Α	National Bowling Stadium and Reno Events Center		
В	Reno-Sparks Convention Center and Reno-Sparks Livestock Events Center		
С	National Bowling Stadium, Reno Events Center, Reno- Sparks Convention Center, and Reno-Sparks Livestock Events Center		



V. Proposer Information

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

A. Company Information

Company Name:
Contact Name:
Address:
City, State Zip Code:
Telephone Number:
Facsimile Number:
E-Mail:
In compliance with this Request for Proposal and subject to all Terms and Conditions thereof, the undersigned offers and agrees, if Bid is accepted, to furnish any or all of the items or services listed herein at the fees and terms stated. I also acknowledge receipt of 45 pages of this Request for Proposal.
Signature:
Print Name:
Title:
Date:



B. Company Background

Has your company ever failed to complete any contracts awarded to it? No Yes (If yes, please provide details.)
Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No Yes (If yes, please provide details.)
Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers relating to the performance of a public contract? No Yes (If yes, please provide details.)
Does your company now employ any officers or principals who were with another Proposer when that company failed to complete a contract within the last five years? No Yes (If yes, please provide details.)
Has your company had a contract partially or completely terminated for default (cause) within the past five years? No Yes (If yes, please provide details.
Has your company been found non-responsible on a government bid within the last five years? No Yes (If yes, please provide details.)
Insurance Information
To be issued upon Notification of Award
Insurance Agent:
Telephone Number:

C.



D. Disclosure of Principals

Company Name:
Address:
City, State Zip Code:
Telephone Number:
Federal Tax Id Number:
Names of Officers or Owners of Concern, Partnership, Etc.
Individual's Name:
Official Capacity:

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



E. Exceptions

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



VI. General Terms & Conditions

A. The bidder agrees that

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

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

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

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

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

B. Addenda

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

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

C. Advertisements, Product Endorsements



Authority employees are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the Authority President/CEO.

D. Annual Appropriation of Funds

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

E. Brand Names

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

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

The Authority shall solely determine the acceptability of all offerings.

F. Business License Requirement

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

G. Compliance

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

H. Confidential Information



Any information deemed confidential or proprietary should be clearly identified by the Proposer as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

I. Conflict of Interest

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

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

J. Default of Agreement

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

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

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

K. Disputes

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



L. Document Ownership

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

M. Document Submittals

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

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

N. Evaluation And Recommendation, Selection And Agreement

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

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

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

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



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

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

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

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

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

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

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

O. Exceptions

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

P. Indemnification

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



any bodily injury including death or property damage resulting from the Proposer's operations, and from any and all claims, actions, costs, expenses (including attorneys' fees and costs), liability, damages or payments from any and all employees, former employees, independent contractors or other workers of Proposer.

Q. Insurance

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

Commercial General Liability. Commercial General Liability at least as broad as Insurance Services Office policy form CG 00 01 04/13, or equivalent, providing coverage on an occurrence form for liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). 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 04/13.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Authority. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

Automobile Liability. Automobile Liability at least as broad as Insurance Services Office Business Auto Coverage Form CA 00 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.

Proposer waives all rights against the Authority and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by Proposer pursuant to this Agreement.



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, or equivalent, providing coverage meeting the requirements of the Workers' Compensation law of the State of Nevada. The employers liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.

Proposer waives all rights against Authority, the County of Washoe, City of Reno and their agents, officers, directors, and employees, for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella liability insurance obtained by Proposer pursuant to this proposal. Proposer shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

The alternate employer endorsement (WC 00 03 01 A) will be required showing Authority in the schedule as the alternate employer. Any employers liability or commercial umbrella liability insurance obtained by Proposer in furtherance of its proposal shall name Authority as an additional insured. Notwithstanding such naming of Authority as the alternate employer or additional insured, Proposer acknowledges and agrees to indemnify Authority as set forth in Paragraph P above.

Property. Property insurance providing coverage for personal property of the Proposer.

Commercial property insurance shall, at minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) on a replacement cost basis.

In no event shall Authority be liable for any damage to or loss of personal property sustained by Proposer, whether or not it is insured, even if such loss is caused by the negligence of Authority, its employees, officers, directors, or agents.

Proposer may, at its option, purchase business income, extra expense or similar coverage as part of this commercial property insurance, and in no event shall Authority be liable for any business interruption or other consequential loss sustained by Proposer, whether or not it is insured, even if such loss is caused by the negligence of Authority, its employees, officers, directors, or agents.

Blanket Employee Dishonesty Coverage. Employee fidelity insurance in the amount of One Million Dollars (\$1,000,000), for the joint protection of Proposer and Authority to indemnify both Proposer and Authority from any loss, theft or embezzlement of Authority's property or funds caused by any officers, employees or agents of Proposer.

Errors & Omissions Insurance. Proposer shall maintain errors and omissions



insurance in connection with the duties and responsibilities of Proposer under this Agreement with a minimum limit of One Million Dollars (\$1,000,000).

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

Deductibles and Self-Insured Retentions. Proposer's insurance deductibles or self-insured retentions must be declared to Authority if they are in excess of Ten Thousand Dollars (\$10,000) per occurrence, in which event the prior written approval of Authority shall be required.

Performance Bond. The Proposer shall maintain a Performance Bond in the amount of One Million Dollars (\$1,000,000) payable to the Authority, in the event of default by the Proposer.

Proposer shall provide written notice of cancellation or non-renewal of any of the coverage required under this agreement at least thirty (30) days prior to any cancellation or non-renewal or ten (10) days prior if cancellation or non-renewal is due to non-payment of premium. Proposer shall request endorsements from each insurer and surety proving notice of cancellation to the Authority but shall ultimately be responsible for notifying the Authority prior to any cancellation or non-renewal as noted above. Any written notices required herein shall be sent to the Reno-Sparks Convention & Visitors Authority, Post Office Box 837, Reno, Nevada 89504-0837

Proposer shall furnish Authority with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above no less than thirty (30) days prior to the start of the agreement date.

Failure to furnish the required certificate or failure to maintain the required insurance may result in termination of this Agreement at Authority's option.

Any waiver of Proposer's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of Authority. Failure of Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Proposer's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.

No Representation of Coverage Adequacy. By requiring insurance herein, Authority does not represent that coverage and limits will necessarily be adequate to protect Proposer and such coverage and limits shall not be deemed as a



limitation on Proposer's liability under the indemnities granted to Authority in this Agreement.

R. Items Offered

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

S. Late Bids, Modifications, or Withdrawals

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

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

T. Lawful Performance

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

U. Litigation Warranty

The Proposer, by bidding, warrants that Proposer is not currently involved in litigation or arbitration concerning the materials or Proposer's performance concerning the same or similar material or service to be supplied pursuant to this Agreement of specification, and that no judgments or awards have been made against Proposer on the basis of Proposer's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the Authority in the bid. Disclosure may not disqualify the Proposer. The Authority reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require Proposer to furnish the Authority with a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by the Authority in a sum equal to one hundred percent (100%) of the Agreement price conditional on the faithful performance by Proposer of the Agreement in the event the bid is awarded to Proposer, notwithstanding the litigation or arbitration.

V. Non-Discrimination



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

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

W. Open Meeting Law

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

X. Prevailing Wages

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

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

Y. Protests

Pre-Opening Protests: Any protest based upon restrictive specifications or alleged improprieties by the Authority, which are apparent prior to proposed opening including, without limitation, these protest procedures, shall be submitted to the Authority at least seven (7) days prior to the submission opening date. Three (3) copies of any pre-opening protests must be delivered to Reno-Sparks Convention & Visitors Authority, 4001 South Virginia Street, Suite G, Reno, Nevada 89502, Attention: Jeff Jensen. All protests must be in writing to be considered, and shall specify in detail the grounds for the protest and the facts and law supporting the protest. All pre-opening protests will be resolved by the Authority prior to the submission opening. The Authority Finance Department will issue a written decision specifying the grounds for granting or denying the pre-opening protest. If a protest is granted, the proposed opening date may be postponed and an Addendum issued or, at the sole discretions of the Authority, the Authority may cancel the bid. If the protest is denied, submissions will be received and opened



on the scheduled opening date in the same manner as if no protest had been filed.

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

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

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

Claims Against Protest Bonds:

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

- Claim its regular staff time and costs in processing, considering and/or defending against an award protest.
- Claim any necessary extraordinary staff overtime incurred in processing, considering and/or defending against an award protest.
- Claim the Authority's Attorney time and costs in processing, considering and/or defending against an award protest.
- Claim any resulting fees and costs incurred to any independent contractors, consultants or contracted attorneys utilized in processing, considering and/or defending against an award protest.
- Claim any lost expenditure savings, lost revenue and other consequential financial damages resulting from the protest's automatic stay of the award of a Agreement to a selected solicitation response.
- Claim any lost gifts, lost grants or other lost government or private financial participation resulting from any delay caused by the protest's automatic stay of the award of a 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 nonbinding estimate of the basis of potential claims unique to the circumstances of



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

Z. Signature

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

AA. Submission of Responses

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

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

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

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

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

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

Proposer will proofread its response carefully for errors.

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

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



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

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

BB. Tax Exemption

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

CC. Venue

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

DD. Withdrawal of Bids/Proposals

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

VII. EVALUATION CRITERIA

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

- 1. Quality and completeness of the submitted proposal and demonstrated understanding of the Scope of Work.
- 2. Proposers experience, including the experience of staff to be assigned and the engagements of similar scope and complexity.
- 3. Proposer's financial condition.
- 4. Proposer's prior record of performance with similar facilities.
- 5. Creativity, quality, performance and effectiveness of the solution and services to be provided by the Proposer for the Sales and Marketing Plan.



- 6. Creativity, quality, performance and effectiveness of the solution and services to be provided by the Proposer for the Operations and Management Plan.
- 7. Fee Proposal and resulting cost to the Authority.
- 8. Proposer's general reputation for performance and services.

Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee. Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend, the anticipated date for the interviews is January 30, 2018. If representatives of the Authority experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disgualification from further consideration.

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

VIII. DEFINITIONS AND PROPOSAL GOALS

A. Definitions

- 1. "Fiscal Year" shall refer to the period of twelve months from July 1 to June 30.
- "Agreement" shall refer to the contract executed between the Proposer and the Authority in accordance with these specifications and the Proposer's proposal submitted and accepted by the Authority, all of which will be incorporated into the Agreement.
- 3. "Authority" shall refer to the Reno-Sparks Convention & Visitors Authority, a political subdivision of the County of Washoe, State of Nevada, or its designee.
- 4. "Authority Facilities" shall refer to the National Bowling Stadium, Reno Events Center, Reno-Sparks Convention Center, and the Reno-Sparks Livestock Events Center.
- 5. "Equipment" shall refer to all office furniture and machinery, Authority phones, computers, software, cameras, radios and other equipment identified herein for use by the Proposer.
- 6. "Proposer" shall refer to any person or entity submitting a proposal to provide the services as defined by and in accordance with this Request for Proposals ("RFP").

B. Proposal Goals

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



The Proposer has the option of bidding on the management and operation of the:

- National Bowling Stadium and Reno Events Center; or
- Reno-Sparks Convention Center and Reno-Sparks Livestock Events Center;
 or
- All four facilities (National Bowling Stadium, Reno Events Center, Reno-Sparks Convention Center and Reno-Sparks Livestock Events Center).

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

- 1. The term of the Agreement is anticipated to commence on or before July 1, 2018, through June 1, 2022. The Agreement may be extended for an additional two (2) three (3) year terms at the Authority's option.
- 2. The Agreement will commence upon the completion of the successful negotiations between the Authority and the Proposer.
- 3. All Equipment currently in the Facilities remains for use by the Proposer. The Authority does not guarantee the working condition of the Equipment.

The Authority Facilities budget for the current year and actual expenditures for the prior six years are provided in Attachment B. Any additional information regarding budget or revenue may be made available upon request.

IX. DETAILED SCOPE OF WORK

At the conclusion of the RFP process, the Authority may enter into a Agreement for services to operate the Authority Facilities with a selected Proposer subject to the approval of the Board. A selected Proposer shall manage its responsibilities in accordance with policies approved by the Authority. There may be duties associated with certain employee positions that the Authority determines should not be assigned to private management either in the short-term or long-term.

The selected Proposer shall be responsible for all day to day operations of the Authority Facilities and shall operate the Authority Facilities at all times in the public interest and in accordance with the highest professional and ethical standards. Day-to-day functions shall include, but are not limited to:

- 1. Advertising/sponsorship
- 2. Booking/scheduling within an agreed upon window
- 3. Box office operations/ticketing
- 4. Custodial and building maintenance services
- 5. Electrical services, excluding tradeshow electrical
- 6. Event production services
- 7. Event services
- 8. Event setup and take down, excluding tradeshow drayage and decorating
- Financial and administrative services such as accounting, budgeting,



purchasing, personnel, and contracting of outside services related to events, buildings, operations and management

- 10. Event technology services
- 11. Food service
- 12. Grounds keeping
- 13. Information technology services
- 14. Labor Supplier Services
- 15. Parking
- 16. Sales and marketing
- 17. Security
- 18. Staff scheduling
- 19. Staff training
- Web site maintenance

In executing these responsibilities, selected Proposer is required and expected to perform the following:

- 1. Shall recommend for Authority approval all rental rates, fees, and charges for services provided throughout the Authority Facilities.
- Establish an effective system of communication that encourages linkages and collaborative efforts between the Authority Facilities and other segments of the hospitality industry.
- 3. Minimize expenses while maximizing revenues, while maintaining and environment of industry best practices and best quality.
- 4. Manage or assume (if possible) all existing operations, management and support services contracts in place at the Authority Facilities, including, but not limited to, Customer Event contracts (license contracts and service contracts with shows/associations/corporations), Event Service contracts (audio-visual, event security, housekeeping & set-up) and Building Service contracts (landscaping, building utilities, maintenance, building security). A selected Proposer will have oversight responsibility over any and all subcontractors and concessionaires for assumed contracts, as set forth in the Operations Management Agreement. A selected Proposer will also negotiate future sub-contractor agreements.
- 5. Prepare and submit annual capital and operating budgets for the Authority Facilities' operation.
- 6. A selected Proposer shall keep full and accurate accounting records relating to its activities at the Authority Facilities, in accordance with generally



accepted accounting principles.

- 7. Manage the administrative aspects of the Authority Facilities, such as payroll, billing systems, procurement, information technology functions for event/building functions, and maintain systems in state-of-the-art conditions.
- 8. At the conclusion of the term of the negotiated agreement, return the Authority Facilities Furniture, Fixtures and Equipment (FF&E) to the Authority in the same condition in which they were provided, except for normal wear-and-tear and depreciation.
- 9. Report and provide reports, as agreed to, to the Authority. The Authority shall make periodic inspections of the Authority Facilities and equipment to determine that they are being maintained in a neat and orderly condition. A selected Proposer will be required to make any improvements in cleaning or maintenance methods as required by the Operations Management Agreement.
- 10. Abide by all applicable local, county, state, and federal laws pertaining to its operation and shall secure all licenses and permits necessary for the operation of the Authority Facilities. The selected Proposer shall be responsible for, and pay all taxes arising as a result of the Operations Management Agreement.
- 11. Negotiate and execute all license agreements for use of Authority Facilities space for events.
- 12. Keep all areas of the Authority Facilities clean, orderly, attractive, and sanitary at all times and in strict accordance with the applicable laws, ordinances, rules, and regulations as well as the standards of the Authority.
- 13. The Authority shall have the right to reject the character of services and require that undesirable practices be discontinued or remedied. Failure of a selected Proposer to take appropriate action after notification from the Authority and a reasonable opportunity to cure may result in the cancellation of the Operations Management Agreement in the discretion of the Authority.
- 14. Shall not employ any person who does not conduct themselves in a business-like and professional manner and shall promptly take appropriate disciplinary action against employees who do not meet this standard, up to and including termination. Any employee so terminated shall not be re-employed at the Authority Facilities without the written consent of the Authority, as specified in the Operations Management Agreement.



- 15. Assure the continuation of the tax-exempt status of outstanding bonds that financed and refinanced the Authority Facilities, to include those bonds issued by the Authority or the City of Reno, by agreeing to Agreement terms that are consistent with the requirements of IRS Revenue Procedure 2017-13.
- 16. Shall thoroughly train and closely supervise all employees.
- 17. Provide advice and consultation on Authority Facility renovations, expansions, and other capital improvements.

A. Financial Management

A selected Proposer will be responsible for all financial functions related to operations/events and customer billing, payroll, monthly financial statements related to a selected Proposer's costs of operations, and shall manage its operations with appropriate fiduciary responsibility over its operations including, but not limited to, appropriate risk management and insurance, cash management and auditing of its operations. The Authority will maintain ultimate responsibility with reporting financial statements, cash and debt management functions, and financial obligations.

A selected Proposer must maintain accurate and complete books and records relating to the Authority Facilities, including all revenues and expenditures in accordance with generally accepted accounting principles. The Authority shall have the right to inspect and audit such books and records at reasonable times during normal business hours and upon reasonable prior notice to a selected Proposer. All such books and records shall be maintained by a selected Proposer in accordance with the Authority's record retention policies.

Status reports, as mandated to the Authority, will be required of a selected Proposer during the term of the agreement and will include the following information:

- Financial statements;
- Booked and licensed events;
- Major issues encountered and proposed solutions; and
- Future problem areas and recommended countermeasures.

All of the above should be prepared and submitted monthly to be consistent with the monthly Board meetings. The Board will provide oversight to a selected Proposer and consider other relevant convention/tourism issues at these meetings.

A selected Proposer will be required to inform the Authority within three days after a selected Proposer becomes aware of any substantial change in key personnel, major problems or inability to fully comply with any Agreement provision. A



selected Proposer must inform the Authority within five days after it learns of a likely litigation or receives notice of claim, report of litigation or serious personal injury to any person at the Authority Facilities. A selected Proposer must inform the Authority within 10 days of learning of any material damage to Authority property at the Authority Facilities.

B. Show-Related Services

A selected Proposer will be responsible for all show related services such as utility services, telecommunications and information technology services, audio-visual, housekeeping and set-up services, and security services.

C. Event Services

A selected Proposer will be responsible for planning, coordination and technical requirements for facility events. These services include event planning, event time and attendance tracking, overseeing event set up and tear down and event settlement.

D. Building Operations

A selected Proposer will be responsible for all building systems, utility operations and maintenance. These services include, but are not limited to: building safety and security, building housekeeping, retail space development and leasing, landscaping, exterminating, locksmith, snow removal, window cleaning, waste removal, and Headhouse operations and maintenance.

E. Operations Development

A selected Proposer will be responsible for planning proper maintenance of the Authority Facilities and facility equipment in addition to improvements in operations. These services include, but are not limited to; working with the Authority to develop a capital plan, recommending changes to policies procedures, operating standards and guidelines, and developing sponsorship and revenue opportunities to be approved by the Authority Board. A selected Proposer will then be responsible for implementing any approved suggestions and proposals.

F. Authority Facilities Marketing

A selected Proposer will be responsible for working with the Authority, area associations, hotels, and other appropriate agencies to develop and engage in advertising, solicitation and promotional activities, as required to develop



the full potential of the Authority Facilities. The marketing responsibilities shall consist primarily of those activities performed to attract events and to support the Authority.

The Proposer will be responsible for sponsorships and building branding. To include the sale of said sponsorships and naming rights, and sale of suites and in-house advertising.

G. Maintenance and Repair

A selected Proposer shall be responsible for all preventative maintenance and repair of the Authority Facilities. The interior, exterior, and infrastructure of the physical facility and grounds will be maintained by a selected Proposer, including repairs and maintenance. A selected Proposer shall also be responsible for informing the Authority of asset conditions. A selected Proposer is further responsible for taking all actions necessary to maintain the validity of all warranties and for ensuring that repairs to any part of the Authority Facilities or FF&E, which is under warranty is accomplished under the warranty.

A selected Proposer shall maintain a neat and orderly operation at all times, and shall be responsible for, or shall oversee vendor contracts pertaining to the necessary services to maintain the Authority Facilities. A selected Proposer shall make available all areas of the Authority Facilities under its control for examination at any time by the Authority.

No alterations or additions to the physical layout of the Authority Facilities shall be made to the Authority Facilities, or any part thereof, without first having obtained the written consent of the Authority. Authorized alterations or additions shall become the property of the Authority at the expiration date/or termination of the Agreement.

The services included in providing maintenance and repair include, but are not limited to:

- site maintenance;
- housekeeping (including janitorial and custodial services);
- furniture, fixtures and equipment coordination;
- equipment maintenance;
- waste disposal;
- heating, ventilating and air conditioning (HVAC);
- exterior landscaping;
- OSHA compliance and review; and
- emergency plan administration.



H. Signage and Advertising

No signs or advertising identifying a selected proposer or its subcontractors shall be placed on the premises unless provided by written approval by the Authority. Any signage and advertising will need to comply with any existing signage agreement for the Authority Facilities.

I. Capital Improvements

Capital Improvements shall consist of alterations or renovations of items that would be considered capital costs pursuant to the Internal Revenue Code of 1986, as amended and which would be subject to a depreciation schedule of five (5) years or more pursuant to the Code. Capital Improvements specifically include, but not limited to, the non-routine repair and replacement, not covered by any insurance policy, of the Authority Facility foundation, roof, exterior walls, utilities, sidewalks, curbs, parking areas, doors, windows, glass, interior walls, ceilings, and other structural portions of the Authority Facilities, carpeting, other floor coverings, painting, other wall coverings, heating and ventilation, air conditioning, refrigeration, plumbing, mechanical, elevator, sprinklers, fire/life/safety equipment, security and energy management systems, and any alterations or renovations required under the Americans with Disabilities Act of 1990. Capital Improvement will be conducted in accordance with NRS 332 and 338.

Capital Improvements for the National Bowling Stadium and the Reno Events Center are funded from the City of Reno and is derived from a \$2 surcharge (Surcharge) for the rental of hotel rooms in the Reno downtown District. The Surcharge began in July 2011 upon the State Legislature approving Assembly Bill 376 in the 2011 Session. The Surcharge generates approximately \$2 million per year, the funding must be used solely to pay the cost of improving and maintaining publicly owned facilities for tourism and entertainment in the district and cannot be transferred to any other fund or account or used for any other purpose. The United States Bowling Congress (USBC), the Authority and the City of Reno have an agreement for the operation of tournaments at the National Bowling Stadium by the USBC, the Agreement is through 2026. The Second Amendment stipulates certain improvements that need to occur to the NBS, the improvements to include: Fourth Floor Improvements of expanding the lane staging space, the demolition of the existing stadium seating and replacement with flexible space, and construct and establish a new food and beverage outlet by February 1, 2020; and refurbish of the exterior by February 1, 2022. The



Fourth Floor Improvement are under design by the City of Reno. The capital improvements will be first approved by the City of Reno prior to any construction.

Capital Improvements at the Reno Sparks Convention Center and the Reno Sparks Livestock Events Center are funded by the Authority.



X. PROPOSAL RESPONSES

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

Tab A - Organizational Chart

Provide an organizational chart outlining Proposer's operational structure and the support services to be provided by Proposer's principal or corporate offices.

Tab B - Bidder Qualifications

A detailed resume of the experience, education, and performance record in Convention Center and Facility Management and Operation business of the proposed management team and any individuals who will have supervisory responsibility over the Authority Facilities. Indicate any plans to provide home office or regional oversight of the Authority Facilities.

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

Tab C - Disclosure of Agreements

Statements disclosing any current or anticipated agreements that will impact the Management and Operation of the Authority's Convention Facilities, such as contracts with sub-bidders, joint ventures, or partnerships of any nature.

Tab D - Financial Statement

A current audited financial statement for the two most recent fiscal years of the Proposer, including balance sheet and profit and loss statements, prepared and certified by an independent Certified Public Accountant. The statement should also indicate the source and amount of financing, if any, required to fulfill the terms and conditions of this Agreement.

Tab E - Client List/History

A list of other facilities similar to the Authority Facilities that Proposer serves or has served within the past five (5) years. Summarize the proposer's experience and number of years in managing and operating convention or exhibition facilities in similar markets. Include a minimum of three references for facilities managed by the proposer, including name, mailing address, e-mail address and telephone



numbers of key individuals who may be contacted. Also, include the listing and size of other facilities/centers the proposer has managed.

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

Tab F - Sales and Marketing Plan

Provide a summary of components of a sales and marketing plan that you would consider for use at the Authority Facilities. Discuss elements that address proposer's innovative and creative approach to the unique conditions. Focus your discussion on your strategy for selling and marketing short-term and long-term events that are the proposer's responsibility as well as how you envision supporting the sales and marketing efforts of the Authority

Provide a brief description of the proposer's experience in working with Destination Marketing Organizations (DMOs), including details as to programs, goals and results for selected projects that distinguish the proposer's ability to work in conjunction with these organizations.

Tab G - Operations and Management

- 1. <u>Transition Plan</u> Submit an overview of key elements of a transition plan, which shall include:
 - a. A plan to interview and consider for hire and retention all current Authority employees; recruit and retain qualified and necessary existing Authority employees as employees of the proposer; and provide an appropriate employment transition for affected employees;
 - b. A plan to address communication to existing customers;
 - c. Recommendations for transitioning financial systems and existing agreement/contracts; and
 - d. The anticipated timeline with key milestone dates for execution of the transition plan for complete handover of operations to a selected Proposer.
- Operations Plan Provide an operational plan that describes the operating policies and procedures for managing and operating the Authority Facilities, including approaches related to labor supplier and management, security, customer service, repair and maintenance and other primary building functions. Describe training programs offered to staff. Describe your



Proposer's approach to fiscal management, risk management, life/safety management, employee management and administrative policies and procedures. This plan should be a comprehensive approach to potential challenges facing the Authority.

- 3. Management Plan Submit the key elements of a management plan for the Authority Facilities to include considerations for cost containment/expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, enhanced economic impact generation to the region, improvements to building maintenance procedures, and other key operational characteristics.
- 4. Preventative Maintenance Program Provide a proposed plan for Preventive Maintenance Programs (PMP) for the proposed term of the Agreement using examples of a PMP in effect at comparable facilities managed by proposer. Include in the program proposer's methods for assuring that all maintenance work is scheduled, completed, documented, and performed in a manner that is consistent with generally accepted standards for building maintenance.
- 5. <u>Financial Pro Forma</u> Provide an estimated financial pro forma for Authority Facility operations for the Agreement term. The pro forma should itemize estimated revenues and expenses by major line as shown in the Authority budget as well as supporting assumptions related to operations including a summary of event activity for the length of the Agreement. The pro forma should also outline the annual total cost to the Authority for each year of the Agreement. Provide your strategy for minimizing the operating expenses and maximizing the annual operating revenues.

Proposers must ensure that any proposed revenue-generating activities follow the Authority's policies. Due to the nature of the RFP and the information provided, it is understood that any pro formas and proposed compensation structure will be subject to further negotiation, review, and clarification of the detailed financial information.

Tab H – Fee Proposal

Fee Proposal - Provide a proposed Operations Management Agreements consistent with the terms herein including, but not limited to, complying with the requirements of IRS Revenue Procedure 2017-13. The proposed agreement or portions thereof may be utilized to begin Agreement negotiations once a proposer is selected.

State how the Proposer will be compensated and include any proposed incentive



fee component.

The Authority Facilities are financed with tax-exempt bonds. Additional tax-exempt bonds may be issued in the future to finance additions and/or improvements. Thus, the final agreement between the Authority and a selected Proposer of management and operational services must comply with federal tax laws that apply to the use of facilities financed with tax-exempt bonds. Proposers will be required to ensure that their proposals are in full compliance with IRS guidelines and federal tax laws governing private business use of facilities financed with tax-exempt bonds. Proposers are expected to adhere to requirements found in Revenue Procedure 2017-13, and proposals should include an opinion from Bond Counsel that the proposal adheres to IRS Revenue Procedure 2017-13.

The term of the Agreement is anticipated to commence on or before July 1, 2018, through June 1, 2022. The Agreement may be extended for an additional two (2) three (3) year terms at the Authority's option. The Authority intends, effective the last day of the fourth year, and anytime thereafter, to have the right to terminate the Agreement with or without cause and without payment of any penalty, fee or premium. Cancellation without cause may be exercised by the Authority after the initial four years of the Agreement.



XI. ATTACHMENT A

A. Reno-Sparks Convention & Visitors Authority Facilities

The operation of the National Bowling Stadium and the Reno Events Center are currently conducted, pursuant to a Downtown Events Center Operating Agreement (DECOA) between the City of Reno, the owners of the National Bowling Stadium and the Reno Events Center, and the Authority. The DECOA with the DECOA had an original term of ten years, beginning on June 1, 2002, with an option to extend. The RSCVA opted, on April 26, 2012, to extend the DECOA for an additional ten year period. The DECOA states that the City provides a General Services Allocation to the RSCVA for the operation of the facilities, for Fiscal Year 2017 the amount was \$271,704. If there is any net income in the facilities the amount is shared between the City at 60% and the RSCVA at 40%.

1. National Bowling Stadium

Owned by City of Reno Managed by RSCVA

Debt – none for RSCVA, City of Reno \$114.3 million combined for National Bowling Stadium, Reno Events Center, and other facilities

Year Built – 1995 300 covered parking stalls

The Authority transferred ownership of the Stadium to the City of Reno in May 2002, but continues to operate the facility through a management agreement.

The National Bowling Stadium, the only facility of its kind in the world, (referred to as the "Taj Mahal of Tenpins" by The Los Angeles Times) is dedicated to the classic sport of bowling. Living up to its name, the Stadium was designed with the tournament bowler in mind but due to the versatility of the facility, allows it to be transformed into several configurations to suit any event and is available for private parties, business meetings, and bowling functions

The National Bowling Stadium is an 88-lane tournament bowling facility situated within downtown Reno. Home to the prestigious United States Bowling Congress Open Championships, returning in 2016 and the United States Bowling Congress Women's Championships, returning in 2018. Additional USBC Open and Women's Championship tournaments will be held from 2020 through 2026.

Located on the first floor is the Satellite International Bowling Hall of Fame/Museum showcasing ABC, WIBC and PBA Hall of Fame members and bowling memorabilia from all over the world. Also on the first level is the newly constructed Kingpin Club, a ten lane VIP bowling center that can be



used for tournaments and rented for corporate/convention parties for up to 100 people.

2. Reno Events Center

Owned by City of Reno
Managed by RSCVA
Debt – none for RSCVA, City of Reno \$114.3 million combined for
National Bowling Stadium, Reno Events Center, and other facilities
Year Built – 2005
300 covered parking stalls (located at the National Bowling Stadium)

The Reno Events Center is owned by the City of Reno and operated by the RSCVA. The 118,000 square foot facility opened in January 2005. The Center consists of 56,000 square feet of free span exhibit space (which is utilized for both convention and meeting space, as well as concerts, boxing, indoor football and basketball), 4,954 square feet of dedicated meeting space with nine rooms varying in size from 400 to 850 square feet, two loading docks, six dressing rooms and two event and promoter offices. When utilized for concerts, the Facility can accommodate up to 7,500 patrons.

3. Reno-Sparks Convention Center

Owned by RSCVA
Managed by RSCVA
Debt - \$106.9 Million (\$9.6 million annually), supported by 2% countywide room tax (approximately \$5.7 million annually)
Year Built - 1965
Total Acreage 47.798
Building Acreage 13.95

The Reno-Sparks Convention Center (RSCC), located south of the downtown area, offers 381,000 square feet of contiguous exhibit space in five adjoining halls. More than 105,000 square feet of meeting room space in 53 meeting rooms with seating capacities ranging from 24 to 3,000 persons is available for breakout sessions. The facility is on ground level with unlimited floor load capacity. Onsite parking capacity totals 1,920 (including 35 disabled) stalls.

The Convention Center also features a 30,000 square foot ballroom – sub divisible into seven smaller rooms. A full range of food service capabilities are available ranging from concession stands, portable food stations and cocktail lounges to catered banquet arrangements for more formal dining. A central Food Court offers attendees the ability to select from three themed cafes. In addition, the RSCC features 106,000 square feet of public concourse/registration space



and improved show load-in/out capabilities, enabling concurrent major events. The Convention Center is connected via Sky Bridge to an adjacent hotel.

4. Reno-Sparks Livestock Events Center

Owned by State of Nevada
Managed by RSCVA through 50 year agreement with Washoe County
Debt - none
Year of Management Transfer – 1986
Total Acreage 43
Stalls, 440 permanent and 220 temporary

The Reno-Sparks Livestock Events Center is a large multi-purpose public assembly facility located on the northern edge of downtown Reno. In addition to the stalls, the facility has RSLEC has 19 barns, convenient wash racks for horses, 216 multi-use stalls and 266 exhibitor truck and trailer spaces. The indoor Main Arena has seating for 6,200 people, three show offices, VIP Lounge, and a 150'x300' dirt floor arena. The enclosed Livestock Pavilion, connected to the Main Arena via tunnel, is comprised of a 1,000 seat arena or auction area, a 90'x200' dirt area; just outside is an outdoor 100'x200' covered Cutting Arena. The fully-lighted outdoor Rodeo Arena seats 9,500 and the arena dirt floor is 325'x170'. In addition to the arena is an enclosed 20,000 sq. ft. Exhibit Hall that is popular with the local community, hosting numerous public and consumer shows. Located on the facility grounds are 67 full hook-up RV spaces and 22 partial hook-up RV spaces.



XII. Attachment B

A. **National Bowling Stadium Annual Forecast and Budget**

National Bowling Stadium

Fiscal 2017-2018 Annual Forecast and Capital Budget

Account				Actual	<u> </u>			FY 46.47	-47	FV 47.48	Increase (Decrease) From Outlo	asel From Out
Description	Ĺ	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	Budget	Outlook	Budget	\$ Amount	% Percentag
Revenues				-				•				
Lineage	_	1,150,678	852,140	1,096,324	969,123	606,604	1,003,451	276,808	281,087	592,587	311,500	+
Concessions & Catering		328,237	181,687	302,933	247,899	159,228	213,429	92,334	82,729	90,876	8,147	6
Tenant Leases		58,998	48,674	46,089	37,972	36,856	40,429	28,409	26,434	32,553	6,119	23
Signage		27,339	18,247	53,901	52,044	50,299	45,950	56,105	55,486	50,385	(5,101)	
Miscellaneous/Kingpin		53,513	45,639	69,293	197,349	43,980	174,225	8,736	27,806	12,157	(15,649)	77
Telecom		45,000	30,000	45,000	46,075	25,000	45,000			25,000	25,000	
Parking		126,448	42,693	132,810	100,133	27,255	84,390	14,955	20,860	17,235	(3,625)	-17
Total Revenues		1,790,213	1,219,080	1,746,350	1,650,595	949,222	1,606,874	477,347	494,402	820,793	326,391	99
Expenses												
Pavroll & Related	_	322,860	1.277.243	1,566,147	1.456.271	1,224,036	1,376,489	705,546	794.920	799,552	4.632	
Supplies & Services	_	1,024,120	843,910	949,720	1,029,283	977,299	1,177,946	606,606	840,456	977,931	137,475	16
Travel & Entertainment		33,184	52,116	34,630	21,850	23,896	14,124	8,835	8,840	10,225	1,385	15
Promotion & Advertising		13,732	29,391	17,975	22,895	19,987	24,046	21,595	20,485	16,851	(3,634)	
Special Projects		008,800,1	000'009	815,000	733,000	451,196	352,000	242,000	277,200	166,000	(111,200)	
Total Expenses	(")	3,403,696	2,802,660	3,383,472	3,263,299	2,696,414	2,944,605	1,887,885	1,941,901	1,970,559	28,658	
Departmental Profit (Loss)	Ξ	(1,613,483)	(1,583,580)	(1,637,122)	(1,612,704)	(1,747,192)	(1,337,731)	(1,410,538)	(1,447,499)	(1,149,766)	297,733	-20
Margin Percentage		-90.1%	-129.9%	-93.7%	-97.7%	-184.1%	-83.3%	-295.5%	-292.8%	-140.1%		
Total Full Time Staff Full Time Staff Charged to Facility (most staff shared with REC)		18.00	21.00 12.50	21.00 12.75	21.00 12.75	18.00	18.00 11.25	8.00	8.00	8.00 5.00		
Poom Night Generating Events		3	3	38	35	43	35	40	40	43		
Burney Burney		5	5	3	3	2	3	2	2	2		
Non-Room Night Generating Events		40	4	47	47	90	4	09	09	90		
Room Night Generating Attendance		197,159	87,985	181,216	159,142	60,468	153,093	28,000	28,000	60,000		
Non-Room Night Generating Attendance		6,972	10,173	960'6	11,128	15,216	9,255	11,000	11,000	12,000		
Estimated Room Nights Generated		166,261	58,895	129,249	114,116	35,100	100,423	17,000	17,000	37,000		
Operating Cost per Room Night	s	\$ (07.6)	(26.89)	(12.67)	\$ (14.13)	\$ (49.78)	\$ (13.32)	\$ (82.97)	\$ (85.15)	\$ (31.07)		
Debt Service	s		,			•	•			•		
Capital Investment	s	\$,	,	•	•	•			•		
Payroll as % of Total Revenues		74%	105%	%06	88%	129%	%98	148%	161%	%16		





B. Reno Events Center Annual Forecast and Budget

Reno Events Center

Fiscal 2017-2018 Annual Forecast and Capital Budget

THE COLUMN			Actua	c			FV 46.47		× × ×	Increase (Decrease) Erom Orthods	Soon Common Company
Description	FV 40.44	FV 44.43	FV 42.43	FV 43.44	FV 44.45	FV 45.46	Budget	Outlook	Budget	# Amount	% Percentage
Describation	11-01-11	11-11	C1-71 1.1	4	CI-+13	01-01 13	panaler	Outlook	Danger	* Amount	% rercentage
Revenues											
Facility Rentals	386,048	390,365	395,260	525,049	451,653	615,961	477,010	503,750	518,010	14,260	2.8%
Concessions & Catering	138,086		94,550	155,436	83,932	143,829	106,000	119,185	107,200	(11,985)	-10.1%
Parking	42 216		620 25	61 504	48 436	74 346	48 000	26 757	52,000	(4 757)	-8 4%
Suites Suites	235,625	•	187 500	187 500	150,000	150,000	150,000	145,252	150,000	4 748	3 3%
Day Office	404 74		000,100	444 560	74 030	240,020	426,000	400,404	170,000	1,700,000	40.50
DOX Office	104,742		91,003	144,309	74,000	210,973	126,000	199,401	000,000	(20,901)	%C'DI-
radilly Use rees	00,'00		0/00	70,/05	066,47	000,201	000,001	60,	200,000	100'01	9.7.6
Merchandise	42,850		12,902	26,070	5,641	9,639	9,000	10,420	10,000	(420)	4.0%
Sign Leases	27,991		35,379	21,888	27,540	26,808	25,300	18,992	24,000	2,008	26.4%
Technical Services	208,815	228,172	118,880	217,089	93,281	159,532	128,500	148,534	129,000	(19,534)	-13.2%
Talacom	8 15		3,800	0 800	4 200	7.038	5,400	5,100	9000	OU	17 6%
- Cocollina - Coco	0,130		0,00	000'6	002,5	20,0	0,454	0,10	000	2000	70C FF
Miscellaricous	0,430		CIE'C	oen'c	nto'ol	t, +, o	+C+'C	0,440	nna'c	(2,040)	44.2%
Total Revenues	1,309,746	1,489,876	1,089,024	1,498,705	1,027,961	1,557,418	1,258,664	1,396,956	1,378,310	(18,646)	-1.3%
Expenses											
Payroll & Related	972,862	998,326	915,557	1,005,156	868,439	874,957	704,532	720,824	636,401	(84,423)	-11.7%
Supplies & Services	700,950		737,480	871.185	841,464	971.561	862 221	907,283	910,684	3.401	0.4%
Travel & Entertainment	656		7 673	4 360	3,420	2,770	6.425	3 713	9,800	6.087	163 9%
Promotion & Advertising	43.625	•	23,699	17,925	9.941	12,168	13,500	12,711	9,000	(3.711)	-29.2%
n											
Total Expenses	1,718,093	1,865,475	1,684,409	1,898,626	1,723,264	1,861,456	1,586,678	1,644,531	1,565,885	(78,646)	4.8%
Departmental Profit (Loss)	(408.347)	(375,599)	(595,385)	(399.921)	(695,303)	(304.038)	(328.014)	(247.575)	(187.575)	000009	-24.7%
			1			(
Margin Percentage	-31.2%	6 -25.2%	-54.7%	-26.7%	%9'.29-	-19.5%	-26.1%	-17.7%	-13.6%		
Total Full Time Staff	17.00	17.00	17.00	17.00	15.00	16.00	9.00	9.00	9.00		
Full Time Staff Charged to Facility (most staff shared with NBS)	9.00		8.75	8.75	8.25	9.25	6.00	00.9	0009		
Room Night Generating Events	20	30	22	28	19	28	20	25	25		
Non-Room Night Generating Events	88	77	34	32	28	77	32	26	26		
Room Night Generating Attendance	78,822	123,250	87,033	102,942	72,528	142,689	81,149	130,000	125,000		
Non-Room Night Generating Attendance	59,483	29,422	35,508	35,080	25,711	32,887	34,909	33,000	32,000		
Estimated Room Nights Generated	37,859	33,056	19,204	22,385	16,133	34,189	19,168	30,000	31,000		
Operating Cost per Room Night	\$ (10.79)) \$ (11.36)	\$ (31.00)	\$ (17.87) \$	(43.10)	\$ (8.89) \$	(17.11)	(8.25)	\$ (6.05)		
	•	•	Ì	Š		•					
Debt Service	•	•			,	-	,				
Capital Investment	•	•	•		,		,				
Payroll as % of Total Revenues	74%	%19 9	84%	%19	84%	%95	%99	25%	46%		





C. Reno-Sparks Convention Center Annual Forecast and Budget

Convention Center

Fiscal 2017-2018 Annual Forecast and Capital Budget

Account			Actual	18			FY 16-17	-17	FY 17-18	Increase (Decrease) From Outlook	From Outlook
Description	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	Budget	Outlook	Budget	\$ Amount 9	% Percentage
Revenues											
Facility Rentals	1,113,133	1,259,435	1,199,746	1,125,208	1,369,581	1,381,535	1,190,943	1,473,304	1,286,572	(186,732)	-12.7%
Concessions & Catering	463,159		452,600	3/8,199	338,936	413,046	252,750	262,435	333,850	/1,415	27.2%
Miscellaneous & Vending	592,078		/30,590	583,559	360,511	480,800	262,672	428,826	586,115	157,289	36.7%
Event Parking	312,627	311,627	353,660	416,251	457,426	428,816	343,300	436,105	466,100	29,995	%6.9
Total Revenues	2,480,997	2,235,695	2,736,596	2,503,217	2,526,454	2,704,197	2,049,665	2,600,670	2,672,637	71,967	2.8%
Expenses Desired Polisted	2 476 274	4 026 000	2 204 000	2 487 004	4 050 057	4 000 240	4 925 000	1 004 465	1 000 706	44.634	80
ayini a Ivalated	4,040,047		4,040,000	4 070 700	1,000,007	1,525,10	4 704 077	201,400,	1,030,700	14,021	0.00
Supplies & Services Travel & Entertainment	1,646,817	1,173,640	1,918,808	7,591	1,700,323	7,7603	1,672,7	1,754,57,1	1,865,091	410,011 699	3.6%
Promotion & Advertising	320		2,281	5,473	3,232	5,928	6,950	3,587		(3,587)	-100.0%
Total Expenses	3,783,161	3,120,340	4,211,022	3,877,704	3,642,003	3,724,804	3,565,273	3,661,580	3,783,827	122,247	3.3%
Departmental Profit (Loss)	(1,302,164)	(884,645)	(1,474,426)	(1,374,487)	(1,115,549)	(1,020,607)	(1,515,608)	(1,060,910)	(1,111,190)	(50,280)	4.7%
Margin Percentage	-52.5%	-39.6%	-53.9%	-54.9%	44.2%	-37.7%	-73.9%	40.8%	41.6%		
Full Time Staff	26.50	21.50	22.50	22.50	19.50	21.50	21.00	21.00	21.00		
Room Night Generating Events	13	11	25	22	16	19	13	24	30		
Non-Room Night Generating Events	88	84	62	М	54	82	54	78	75		
Room Night Generating Attendance	243,361	201,833	328,003	268,300	185,746	220,096	155,000	165,340	143,140		
Non-Room Night Generating Attendance	80,637	137,482	79,090	82,030	91,529	93,887	92,000	129,189	70,175		
Estimated Room Nights Generated	77,514	53,212	119,610	103,581	41,901	52,078	47,336	47,336	80,000		
Operating Cost per Room Night	\$ (16.80)	(16.62)	\$ (12.33)	\$ (13.27)	\$ (26.62)	\$ (19.60) \$	(32.02)	\$ (22.41)	(13.89)		
Debt Service	\$ 7,205,604	\$ 7,205,604 \$ 7,480,022	\$ 9,237,834	\$ 9,592,094	\$ 9,591,794	\$ 9,669,044 \$	\$ 9,664,044	\$ 9,664,044	\$ 9,664,044		
Capital Investment	\$ 76,094	\$ 198,693	\$ 352,989	056,68 \$	•	\$ 982,271 \$	3,750,000	\$ 3,750,000 \$ 3,215,000 \$	3,700,000		
Payroll as % of Total Revenues	%98	87%	83%	87%	74%	71%	89%	72%	71%		





D. Reno-Sparks Livestock Events Center Annual Forecast and Budget

Livestock Events Center

Fiscal 2017-2018 Annual Forecast and Capital Budget

Account				Actual	la l			FY 16-17	6-17	FY 17-18	Increase (Decrease) From Outlook	ase) From Outlook
Description	EV 40 44	ŀ	EV 44 43	EV 43 43	EV 43 44	EV 44 45	EV 45 40	Dudoot	Ordland	Durdone	******	0,0
Description	-11-10-	+	71-11	CI-71.11	+1-51-11	01-4-10	01-61-14	panager	Oddioor	naßping	* Amount	% recentage
Revenues Facility Bentale	500 134	5	544 754	437 004	343 348	305.843	400 174	387 853	377 175	765	122 504	33 6%
Concessions & Catering	187 975	505	176.265	149 937	158 744	147.814	142,174	161,600	159 563	134 000	(25,53)	16.0%
Mecallanavie	354 557	9 6	306 521	322 906	206 022	302 043	324 640	320,683	251 502	246 135	(35,457)	14 192
Stall & Pen Rentals	3	1,490	1.640	5.465	1.615	1,305	1,255	300	671	20161	(671)	-100.0%
R.V. Parking	25	54.751	78,063	93,889	85,896	151,232	118,620	96.500	107.520	94.500	(13,020)	-12.1%
Event Parking	147,	47,654	150,167	139,266	162,520	158,006	162,006	157,500	176,689	158,900	(17,789)	-10.1%
Total Revenues	1,245,503		1,227,410	1,148,464	1,048,145	1,157,083	1,155,497	1,128,436	1,073,210	1,103,300	30,091	2.8%
Expenses	i d	į					200			000		
Payroll & Related	963,565	90	8/6,909	8/5,34/	908,242	846,201	954,789	1,057,201	1,040,377	1,098,529	28,152	2.6%
Supplies & Services	760,333	333	859,772	667,561	728,158	673,784	758,583	681,918	782,012	698,568	(83,444)	-10.7%
Drawdion & Advertising	7	7847	41.463	30 158	12 578	53.488	10,000	14 000	2,020	15 500	1,397	31.0%
Special Projects			OF.	95,00	15,21	-	OF '	oo't		000,00	(611,1)	
Total Expenses	1,731,909		1,778,199	1,573,066	1,648,978	1,576,118	1,736,646	1,760,799	1,850,030	1,819,222	(30,808)	-4.7%
Departmental Profit (Loss)	(486,406)	406)	(550,789)	(424,602)	(600,833)	(419,035)	(581,149)	(632,364)	(776,821)	(715,922)	(090'6)	-39.3%
Margin Percentage	, E	39.1%	44.9%	-37.0%	-57.3%	-36.2%	-50.3%	-56.0%	-72.4%	-64.9%		
Full Time Staff	#	15.50	14.50	14.00	14.00	14.00	14.00	14.00	14.00	14.00		
Room Night Generating Events		33	33	30	32	\$	21	35	21	24		
Non-Room Night Generating Events		23	19	14	#	13	30	14	34	40		
Room Night Generating Attendance	286,309	309	273,540	257,115	279,072	235,074	227,949	260,000	230,000	230,000		
Non-Room Night Generating Attendance	72,	72,110	62,026	62,102	68,580	68,348	55,325	70,000	65,000	65,000		
Estimated Room Nights Generated	46,	46,885	44,223	35,947	35,949	38,780	33,601	42,000	30,000	35,000		
Operating Cost per Room Night	\$ (10	(10.37) \$	(12.45) \$	(11.81)	\$ (16.71)	\$ (10.81)	\$ (17.30)	\$ (15.06)	\$ (25.89)	\$ (20.45)		
Debt Service	*	*	•		•	•	•	•	•	•		
Capital Investment	\$ 39,	39,972 \$	637,654 \$	92,451	\$ 740,837	\$ 186,334	\$ 412,276	\$ 2,500,000	\$ 870,000	\$ 450,000		
City of Reno Funding (included above)	∽	*	•		\$ 599,265		•	•	\$ 69,333	•		
Payroll as % of Total Revenues		%11	71%	16%	87%	73%	83%	94%	%16	400%		

