

Request for Proposals

**Tahoe South Events Center Management, Operation,
Maintenance, Marketing and Food and Beverage Services**

**Issued by the
Tahoe Douglas Visitors Authority**

RFP Issuance Date: December 15, 2020

RFP Due Date: January 22, 2021

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TAHOE SOUTH EVENTS CENTER

Request for Proposals to Provide Management, Operation, Maintenance, Marketing and Food and Beverage Services

I. GENERAL INFORMATION

The Tahoe Douglas Visitors Authority (“TDVA”), a Nevada public entity, located at 169 Highway 50, Stateline, Nevada, is issuing this Request for Proposals (“RFP”) for qualified companies to manage, operate, maintain, market and supply food and beverage services for the Tahoe South Events Center (the “Facility” or “TSEC”) located in Stateline, Douglas County, Nevada.

The TSEC has been financed through a tax-exempt bond structure and as such, the final agreement will be that of a Qualified Management Agreement (“QMA”).

This process shall culminate in the execution of a Management Agreement (as defined below) by and between the TDVA and the selected Proposer for those duties required to effectively manage the Facility. The TDVA is issuing this RFP to solicit proposals from any and all qualified management companies for the required services pursuant to the provisions of NRS Chapter 338 and other applicable provisions of Nevada law (the “Act”).

II. FACILITY DESCRIPTION

The proposed Events Center building is located on the south-west corner of U.S. Highway 50 and Lake Parkway, Stateline, Nevada, adjacent to the MontBleu casino and consists of two levels: an event floor level, and a suite/conference/office level. The building footprint is approximately 88,420 square feet and the total floor area is approximately 148,956 square feet. The facility’s design offers the flexibility of hosting a wide variety of events, including conventions and conferences, sports, trade shows, performing arts and musical concerts. An outdoor lawn area is located adjacent to the Events Center and is designed to provide a seasonal outdoor event gathering area.

Overall seating capacity is approximately 6,000, which includes floor seating for a concert or performing arts event. During trade shows, ice skating shows, and sporting events, such as hockey, basketball and volleyball, up to 4,200 seats will be available.

Patrons will arrive for events via the ground level concourse or the event floor level. Fixed, telescopic seating is arranged in a horseshoe pattern around the event floor with the event stage at one end. The ground level concourse also includes restrooms, concessions, ticketing, first aid and entry vestibules. Support and storage facilities are located at ground level and are directly accessed via the exterior loading and service bays. The loading and service area is located behind the building and below Lake Parkway’s elevation, screening it from view. Five (5) 60’x12’ loading truck bays, including one bay for a trash compactor and one vehicular

ramp, lead directly into the interior staging area to facilitate servicing the various types of events anticipated for the facility.

The second level includes fixed loge seating, 12 private suites and two (2) party suites, press boxes, spectator concourse, support facilities, meeting rooms, conference space, offices and restrooms. Office and meeting spaces are designed to accommodate event center administration and the TDVA. The Project includes reconstruction of the MontBleu surface parking (completed) and the construction of an additional entrance into the existing MontBleu parking garage.

III. DUTIES OF MANAGER

The Manager selected to manage, operate, maintain and market the Facility will act as the TDVA's agent with respect to the day-to-day operations of the Facility as further described herein (the "**Services**"). The Manager shall have responsibility for the operation, direction, maintenance, management and supervision of the Facility and related personnel on behalf of, and at the direction of, the TDVA. The Manager will have the following basic duties:

- Market, book, promote and develop a wide variety of civic, community, athletic, educational, cultural and commercial events and activities at the Facility to maximize utilization and event revenues for the TDVA;
- The Manager will report directly to the TDVA and will coordinate all marketing and booking efforts in consultation with the TDVA and its community partners. The TDVA seeks to maximize the event calendar of the Events Center while coordinating the schedule to ensure the best interests of partners are fulfilled;
- Maintain the physical plant of the Facility in an attractive, safe, well maintained and sanitary condition;
- Make recommendations to the TDVA regarding capital improvements, repairs (including emergency repairs) and replacements needed to properly maintain the Facility and or improve its operations;
- Make recommendations to the TDVA regarding Facility operating improvements that would promote better service to event users and patrons, promote efficiency and costs savings, and increase the safety and security of the Facility;
- Maintain financial and accounting books, records and reports of the management, operation, maintenance and promotion of the Facility and other such records and reports as required by applicable law or requested by the TDVA related to activities at the Facility;
- Provide all financial reporting and annual budget preparation to support the TDVA's compliance with generally accepted accounting principles ("**GAAP**"), governmental accounting standards board ("**GASB**") requirements and all requirements of the State of Nevada and other regulatory officials.

IV. GOALS AND OBJECTIVES

The goals and objectives of the Manager's Services will be to:

- Maximize the utilization of the Facility by all segments of the local and regional population, trade groups and other potential users;
- Assemble a management team with outstanding knowledge and experience concerning the operation and promotion of the TSEC;
- Maximize the net annual revenues and the efficient operation of the Facility;
- Mitigate to the greatest extent possible, the financial operating costs, obligations and financial exposure of the TDVA;
- Mitigate to the greatest extent possible the legal liability exposure to the TDVA and to ensure that the TDVA has appropriate and adequate insurance coverage to protect against such liability;
- Provide for the maintenance of the physical plant of the facility in an attractive, safe, well-maintained and sanitary condition in accordance with all applicable laws and industry standards;
- Enhance the quality of experience for all patrons attending all events at the Facility;
- Maximize the number of events at the Facility;
- Maximize attendance at events;
- Maximize the positive economic impacts and employment opportunities from the Facility on the community and local business enterprises;
- Make the Facility an attractive venue to book a wide variety of local and regional events;
- Provide accurate financial reporting to support the TDVA's compliance with GAAP, GASB, ISBA and DLGF standards for the timely execution, recording and reporting of the results of operations for the monthly and annual financial statements preparation and reporting;
- Provide accurate analysis and support documentation for the TDVA's compliance with all applicable laws and regulatory requirements;
- Maintain excellent communications with the public, the TDVA and the elected and appointed officials of the other participants in the Facility; and

- Manager acknowledges the Tahoe Regional Planning Authority (“TRPA”) has imposed certain restrictions upon the Facility (“Permit Guidelines”). The TRPA’s approval of the TDVA’s application for the TSEC was subject to management of the Facility relative to the Permit Guidelines. See attached **Exhibit F**.

V. MANAGEMENT SCOPE AND RESPONSE DETAILS

- The Facility will be managed by the Operator; however, the parking facilities along with the maintenance and snow removal of such, will be the responsibility of the MontBleu Resort Casino and Spa.
- Respondents shall respond to provide management services for the TSEC which will include food and beverage services. The TDVA wishes to have all related services contracted under one management services agreement.
- The TDVA may be eligible for certain state and/or federal grant programs that relate to workforce training for local residents. Respondents should outline “Workforce Training Programs” that currently exist within their company and outline how such a program would be implemented into the TSEC project.

VI. SUBMITTING A PROPOSAL

Each Proposer should carefully examine all documents provided in connection with this RFP and any subsequent revisions or supplements thereto, and thoroughly familiarize itself with all requirements prior to submitting its Proposal.

- A.** The following timetable has been established for the issuance, response and award of contract for the Services. The TDVA reserves the right to modify this timetable and will notify each Proposer of any change in the schedule.

Issuance of RFP for Services:	December 15, 2020
Pre-Proposal Meeting:	N/A
Proposal Due Date:	January 22, 2021 at 4:00 pm MST
Interviews:	February 3, 4 and/or 5, 2021
Selection:	February 10, 2021
Contract Negotiations:	Following Selection
Contract Execution Date:	May 1, 2021
Commencement Date:	September 6, 2021

- B.** Each Proposer is expected to deliver a response to this RFP no later than **4:00 pm, MST, January 22, 2021** to International Coliseums Company, Project Manager, at the address set forth below.

- C. A non-mandatory pre-proposal meeting may be held virtually at a date and time to be determined.
- D. All inquiries regarding this RFP must be in writing and directed to: Rick Kozuback, International Coliseums Company via email to rkozuback@coliseums.com

Questions may be submitted up to **December 30, 2020**. If the questions are deemed necessary to provide clarification, an addendum to this RFP will be issued seven (7) days prior to the submission deadline.

Inquiries or other contact with any other officer, board member, agent or employee of the TDVA regarding the Facility or this RFP, including contact by the Proposer's contractors, agents, representatives and consultants is forbidden and could result in your Proposal being **disqualified**.

- E. Each Proposer shall submit seven (7) bound copies and one (1) electronic copy (via USB drive containing no other files) of its Proposal response to this RFP which shall be received no later than January 22, 2021 addressed to:

Rick Kozuback
International Coliseums Company
14301 North 87th Street
Suite 219
Scottsdale, AZ
85260

Proposals in response to this RFP received after **4:00 pm, MST on January 22, 2021**, may be considered non-responsive.

- F. All Proposals will be treated as confidential information and will not be shared with other Proposers or the public during the evaluation process. Upon the selection of the successful Proposal and the execution of a Management Contract as further described herein, Proposers should presume that their Proposals will be subject to disclosure unless the Proposal (or a portion thereof) meets an exception to the Nevada Public Records Act. If the Proposer's submittals contain trade secret or other information the Proposer views as exempted from the Records Act, the party claiming the exemption must place a "Confidential" label on each page of the Proposal containing the confidential information and the Proposer will include an explanation of the legal basis, including a citation to Nevada law for the alleged exemption. The TDVA will make reasonable efforts to notify the entity claiming the exemption prior to responding to any requests for copies of the allegedly confidential information and the Proposer will defend, indemnify and hold harmless the TDVA in any dispute or litigation arising from a request for such information.
- G. The TDVA, at its sole discretion, shall have the right to determine whether any Proposer has the qualifications necessary to proceed in the RFP process, and whether the Proposer is deemed "responsible" under the Act. Such determination shall be based upon the Proposer's: (i) demonstrated understanding of, compliance with and

responsiveness to the requirements of this RFP and the Services requested; (ii) prior and current experience in operating multi-purpose event and convention facilities; (iii) financial qualifications and ability to provide the Services; (iv) financial proposal to provide the Services; (v) the qualifications, integrity and character of the Proposer's personnel, General Manager and other on-site management personnel, as well as regional management experience; and (vi) any other qualifications the TDVA deems appropriate and beneficial to the management of the Facility.

- H.** The TDVA, in its sole discretion, may interview one or more Proposers regarding the Services requested and the Proposer's response to the RFP. The purpose of the interview will be to meet the proposed management group, become familiar with key personnel, and understand the Proposer's approach and ability to meet the stated objectives of the TDVA for the management, operation, maintenance, marketing and food and beverage services of the Facility. The Proposer should be prepared to discuss with specificity (i) the Proposer's capacity to provide management Services, (ii) the Proposer's capacity to conduct the Services, (iii) the Proposer's key personnel and their qualifications, and (iv) the Proposer's best and final offer to provide the Services.
- I.** Any Proposer may withdraw its Proposal prior to the deadline for the submittal of Proposals, without prejudice, by communicating its withdrawal, in writing, to Mr. Rick Kozuback at rkozuback@coliseums.com and when its communication is received, the Proposal will be returned to the Proposer, or its authorized agent, unopened. Proposals shall remain open for a period of one hundred twenty (120) days after the submittal deadline.
- J.** Before submitting its Proposal, each Proposer will make all investigations and examinations necessary to ascertain anticipated conditions and requirements affecting operation of the Facility and the delivery of the proposed Services. Failure to make such investigations and examinations will not relieve the selected Proposer from the obligation to comply, in every detail, with all provisions and requirements of the RFP documents nor will it be a basis for any claim whatsoever for alteration in any terms of or payment required by the Management Agreement.
- K.** Each Proposer, by submitting a proposal, represents, warrants and acknowledges that it has read and understands all the terms and conditions of this RFP, including any amendment or modification thereof, and will abide by the terms and conditions thereof.
- L.** Execution of Proposal:

 - If the Proposer is a corporation or limited liability company, a duly authorized officer of the corporation or company, with the designation of the signer's official capacity, will sign in the name of and under the seal of the corporation or company offering the Proposal.
 - If the Proposer is a partnership, a general partner will sign the Proposal in the name of the partnership or other Person duly authorized to bind the partnership. The capacity and authority of the individual signing will be shown.

- The Proposal will show the state in which its business entity is chartered, and if the state is other than Nevada, the Proposal will show that the entity is authorized to do business in the State of Nevada, or clearly commit in its Proposal that it will obtain such authorization prior to the execution of the Management Agreement as required by the Act.
 - If the Proposer is an individual or sole proprietorship, the individual person, stating name or trade name, if any, will sign the Proposal.
 - In any case, the Proposal will show the present business address of the Proposer at which communications from the TDVA and notices served are to be received.
- M.** Discussions may be conducted with, and best and final offers received from, Proposers who submit Proposals determined to be reasonably susceptible to being selected for award. As required by the Act, each such Proposer shall be afforded fair and equal treatment with respect to the opportunity for such discussions and to submit its best and final offer.
- N.** The TDVA reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, addenda or amendments, as they may deem appropriate. The TDVA reserves the right to negotiate with one or more Proposers at any time and to request additional information, clarifications, modifications, addenda or amendments from one or more Proposers and to receive a Proposer’s best and final offer.
- O.** All information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents of the Proposer submitted in connection with the Proposal, whether in written or electronic format or presented during a presentation (“Submittals”), will become the property of the TDVA and the TDVA will not be obligated to return the same to the Proposer. The TDVA may use any and all Submittals in any manner it may, in its sole discretion, deem appropriate. Selection or rejection of any Proposal will not affect the right of the TDVA to use any Submittals submitted in connection with the Proposal.
- P.** The TDVA shall not be liable for any costs incurred by any Proposer in preparation of their responses to this RFP or in negotiating or executing a Management Agreement.

VII. PROPOSAL REQUIREMENTS

Each Proposer will submit, at a minimum, all of the following information:

- A.** A list of corporate officers of the Proposer and their experience in the facilities management industry.
- B.** A list of other facilities similar to the Facility that the Proposer manages or operates or has managed or operated and provided all or a part of the Services requested as a part of this RFP within the past three (3) years. Please provide detailed information, (e.g.,

name, address and telephone number of the other facilities, key contact name, length of time served, nature of services provided and other relevant information) that describes the Proposer's experience.

- C. A list of other facilities similar to the Facility that the Proposer has opened from the ground up. Please provide detailed information (e.g., name, address and telephone number of the other facilities, key contact name, nature of services provided and other relevant information) that describes the Proposer's experience in the management, operation, maintenance and/or marketing of a new facility.
- D. Provide examples to demonstrate how the Proposer's company has engaged its on-site management teams in community involvement programs. Provide examples to show how the Proposer will interact with the local South Tahoe community.
- E. A list of references and copies of any recent reference letters from clients and licensees served by the Proposer at the facilities listed above.
- F. Resumes detailing the education, experience and relevant background information of the key personnel that Proposer will submit as its Facility management team.
- G. Complete audited or certified financial statements (profit and loss statements, balance sheets including footnotes, and any 10Ks or 10Qs, if applicable) for the past three (3) years. Financial statements may be designated by the Proposer as confidential.
- H. A statement indicating the Proposer's ability and agreement to begin pre-operational management services for the Facility immediately upon selection and the execution of the Management Agreement, and operational management, maintenance and marketing services at the Facility on or about September 6, 2021, if selected as the Manager.
- I. Management fee and financial proposal and any alternative financial proposals.
- J. The following completed schedules:
 - Proposal Form – **Exhibit A**
 - Financial Proposal – **Exhibit B**
 - Alternate Financial Proposal – **Exhibit C**
 - Non-Collusion Affidavit – **Exhibit E**

If the Proposer fails to provide the required submittals as delineated above, it may result in the Proposer being declared nonresponsive and result in the rejection of its Proposal.

VIII. DESCRIPTION OF THE SERVICES

The Manager will be responsible for providing to the TDVA all Services necessary for the successful operation of the Facility, including, but not limited to, the following:

- A. General Management and Operation Services.**

The Manager will be responsible for the overall management, maintenance and operation of the Facility. Such responsibilities will include but not be limited to the following: (i) day-to-day management, maintenance and operation of the Facility in accordance with the terms of a management agreement with commercially reasonable terms acceptable to the TDVA to be executed prior to the delivery of Services (the “**Management Agreement**”); (ii) event coordination, supervision and event-related services, including maximizing events using the Facility; (iii) employing, supervising and directing employees, contractors and other personnel; (iv) marketing, promoting, scheduling and booking of events and activities at the Facility, including maximizing events using the Facility; (v) sale of all commercial sales and sponsorship rights; (vi) operation of all food and beverage services to maximize revenue to the Facility; and (vii) preparation of all financial statements, budgets and other reports required by recognized industry standards and applicable law.

The Proposer shall provide a description as to how it will satisfy these managerial and operational responsibilities. In particular, the Proposer must include the following:

- Day-To-Day/Event Operational Procedures. Narrative description of the day-to-day and event-related procedures which the Proposer plans to develop and implement to facilitate the management, maintenance and operation of the Facility in a cost-effective and efficient manner.
- Financial Procedures. Narrative description of the financial procedures that the Proposer plans to develop and implement to ensure cash and revenue controls, to provide accountability, to maximize revenue and to minimize costs.
- Financial Projections. Annual operating projections for the Facility for the partial first year of operation commencing December 1, 2022 through December 31, 2022 and the first full calendar year of operations from January 1, 2023 through December 31, 2023. The operating budget should be as detailed as possible and shall include a detailed breakdown of revenues and expenses for the Facility, including the number and type of events, attendance and all anticipated revenues and expenses related to the Facility and detailed assumptions upon which the projections are based.
- Personnel. A description of proposed staffing levels for the Facility, including a detailed organizational chart. Each position should be identified by their location on a proposed organizational chart, their proposed salary level, the qualifications and experience and purpose of employment. Incentive programs that the Proposer intends to implement will be described along with their anticipated impacts and costs. Key management personnel will be identified by name and their resumes setting forth the experience, education, relevant background information and performance record should be included. The Proposer shall also include a narrative description of which Services will be contracted out and which Services will be performed by its own personnel. It is expected that any General Manager must be dedicated on a full-time basis to the Facility. Without the written consent of the TDVA, each suggested person

for a key personnel position shall not be committed to any other project that is available to the Proposer, and each such person shall be available to the TDVA unless such person leaves the employ of the Proposer or the TDVA agrees to alternate key personnel.

- The selected Proposer will be responsible for complying and satisfying all of the TDVA's management and operational responsibilities and duties for the Facility.

B. Maintenance, Engineering and Custodial Services.

The Manager will be responsible for providing all maintenance, upkeep, repair and custodial services for the Facility. Maintenance, repair and custodial services may be provided by the Manager's own personnel or through contracted services. Maintenance, repair and custodial services will need to be performed consistent with contractor and manufacturer recommendations and requirements and be comparable in scope and nature with other comparable facilities and all applicable industry standards. Maintenance and custodial services will include, but will not be limited to, the following:

- General Maintenance, Repair and Upkeep. The Manager will maintain the Facility in a clean, safe and attractive state, including, but not limited to, all interior areas, the surrounding pedestrian plaza and exterior areas, telephone and data lines, projection and display equipment, offices, access ramps, stairways, elevators, loading docks, restrooms, sidewalks, heating and ventilating equipment (and support systems), and open areas. A clean and attractive state will include replacing bulbs and ballasts in lamps and lighting fixtures; cleaning, repairing and replacing signage; maintaining fire alarm call boxes, sprinklers, fire extinguishers and hose boxes and systems in proper working condition; general Facility maintenance and repairs to ensure a clean, attractive and safe environment such as maintenance and repairs of electrical equipment, building automation systems, HVAC systems, plumbing fixtures, elevator, pedestrian areas, offices, restrooms, etc., and other repairs as directed by the TDVA; supplying restrooms with soap, towels, toilet paper and providing for their disposal as well as housekeeping, and cleaning of the Facility.
- Ground Maintenance. The Manager shall be responsible for the maintenance of the Facility grounds and will maintain the Facility grounds in a clean, safe and attractive state. The Manager shall be responsible for cleaning and maintaining the Facility and all surrounding areas under TDVA control or ownership following events at the Facility.
- Waste Removal. The Manager will arrange for the storage, removal and disposal of all waste material in connection with the operation of the Facility. The Manager will also be responsible for all storage and disposal of all waste materials throughout the entire Facility on days in which an event occurs. All storage, removal and disposal of waste materials will be done in compliance with

applicable ordinances, statutes and regulations. The Proposer should provide a description of any recycling or similar program that it may implement.

- Pest Control. The Manager will maintain a pest control program that minimizes the infestation of pests and vermin in accordance with all applicable ordinances, statutes, regulations and industry standards.
- Graffiti Removal. The Manager will remove or cause to be removed all graffiti applied to surfaces of the Facility and elsewhere in and around the Facility. The chemicals and process to remove the graffiti will be approved by the TDVA.
- Elevator Maintenance and Repair. Elevators are to be maintained in good working order and are to be in compliance with all applicable codes. Elevators are to be promptly repaired when necessary.
- Maintenance and Custodial Equipment. All maintenance and custodial equipment is to be kept in good repair and working order.
- Maintenance of Electronic Security and Surveillance Equipment. All electronic security and surveillance equipment is to be kept in good repair and working order.
- Window Washing. The Manager will be responsible for window washing at the Facility.
- Roof and Building Enclosure. The Manager will be responsible for arranging for any necessary repairs, cleaning or maintenance of all exterior Facility components including roof and building enclosure.
- Ice Refrigeration Equipment. The Manager will be responsible for regular maintenance of the ice cleaning equipment and will be responsible for arranging for the regular maintenance of the ice refrigeration system.

The Proposer shall provide a description as to how it will satisfy these maintenance, repair and custodial responsibilities, specifically indicating whether the work is to be performed by its own personnel or through contracted services.

C. Security and Crowd Control.

The Manager will be responsible for the general safety, security and well-being of all occupants of the Facility at all times, including providing and arranging for security and crowd control in connection with the Facility and events to be held therein. The Proposer shall provide a description as to how it will satisfy these security responsibilities, specifically indicating whether the work is to be performed by its own personnel or through contracted services.

D. Facility and Event Operations.

The Manager will be responsible for preparing, maintaining and updating, when appropriate, guidelines and policies outlined in an operations and procedures manual (“**Operations Manual**”) to be provided to and accepted by the TDVA and utilized by the Manager during the Management Agreement term. The Operations Manual shall provide guidance on policies, practices, and procedures of all aspects of the required Services, and reflects the matters, duties, and standards of performance agreed to between the Manager and the TDVA. Information in the Operations Manual shall include, but is not limited to:

- Security procedures;
- Emergency evacuation and/or partial evacuation procedures;
- General operating and management policies including maintenance of the Facility and all mechanical systems and equipment;
- Procedures for cash control, accounting, auditing, budgeting and financial report processing;
- Receipts handling and processing;
- Personnel policies and procedures;
- Administrative policies;
- Personnel schedules, position descriptions, and duties;
- Customer service policies and customer satisfaction surveys at the Facility;
- Marketing and booking policies;
- Event utilization and coordination procedures (including move-in/move-out, clean-up, security, technical support, and other event-related management activities);
- Procedures for obtaining and maintaining all permits or other governmental approvals required for the operation and use of the Facility and the delivery of the Services;
- The maintenance and review of all insurance policies necessary or advisable for the operation of the Facility;
- Emergency and accidents safety procedures;
- Medical services; and

- Such other Services as deemed necessary or desirable by the TDVA.

The Operations Manual will be reviewed by the TDVA as may be applicable, which may direct any changes it deems appropriate. At the time the Operations Manual is accepted by the TDVA, the provisions of the Operations Manual will then be considered the obligations and responsibilities of the Manager.

The Proposer shall provide a description as to how it will undertake these responsibilities.

E. Operating and Capital Planning.

The Manager shall be responsible for the preparation of an Annual Operating Plan for the review and approval of the TDVA which shall include the annual Operating Budget, an annual Capital Plan and an anticipated budget therefor, planned operating maintenance activities by the Manager, anticipated events at the Facility, anticipated advertising, marketing and promotional activities, planned equipment and furnishings purchases and such other information as the TDVA may request with respect to the finances, operations, maintenance, management and capital improvements for the Facility. Such annual plans shall include the following:

- Operating Plan. The Operating Plan shall include information regarding the Manager's anticipated operations for the upcoming calendar year (or part thereof), including planned operating, maintenance and marketing activities to be undertaken by the Manager, coordination with the stakeholders anticipated events at the Facility, anticipated advertising, marketing and promotional activities, any new anticipated operation and management initiatives and such other information as the TDVA may request.
- Operating Budget. The Operating Budget shall be prepared for the upcoming calendar year (or portion thereof) and include appropriate detailed line items for all revenues and expenses, cash flow and key financial report items of the Facility for which the Manager is responsible on a monthly basis and the projected net operating income/loss for such calendar year. The Operating Budget shall also include such projections for the following two (2) calendar years on a yearly basis. Operating Budgets shall be prepared in accordance with all requirements of the Douglas County Auditor, the State of Nevada Comptroller's Office and the TDVA. Operating Budgets shall be prepared in accordance with the calendar for budget adoptions adopted by TDVA and the State of Nevada.
- Capital Plan. The Capital Plan shall include at least the following:
 - A description of the capital improvements that the Manager would recommend to be made at the Facility over the next five (5) calendar years. The Manager shall provide a complete explanation and justification for each recommended capital improvement, and identify

necessitating factors (e.g., obsolescence, warranties, and improvements);

- A description of the capital equipment that the Manager would recommend to be purchased for the Facility over the next five (5) calendar years. The Manager shall provide justification for all new equipment, and the condition and proposed disposition of all equipment to be replaced;
 - A prioritization of such capital improvements and capital equipment;
 - An estimate of the costs associated with such capital improvements, and capital equipment and expected payback/ROI, life cycle costs or other metric to inform the TDVA of expected returns by expending said capital;
 - Plan for the disposition of replaced assets; and,
 - Such other information as the TDVA may request.
- Other Documentation. The Proposer shall provide any other documentation as the TDVA may request.

The Proposer should provide a description as to how it will undertake these responsibilities.

F. Reporting.

The Manager shall provide monthly reports regarding the Facility. These monthly reports shall include at least the following:

- Monthly cash flow reports;
- Monthly financial and service reports;
- Monthly invoices received;
- Monthly cash summary;
- Monthly remittance and settlement reports;
- Anticipated events list and summary, and other related information;
- Previous month's events list and summary, and other related information;
- Accounting for previous month's event expenses and event revenues; and,

- Narrative summary of the various financial, operating, and marketing monthly reports to date.

The Manager will also provide at the conclusion of each event at the Facility a preliminary settlement report. This report shall include, at a minimum, operating revenues and operating expenses attributable to the event, and such other information as the TDVA may reasonably request.

The Manager shall maintain full, accurate, and complete financial and accounting books, records, and reports of the management, operation, maintenance, and promotion of the Facility. In the maintenance of such records, the Manager shall use accounting and record systems in accordance with GAAP, GASB and all requirements of the ISBA and the DLGF for the operation of the Facility by the TDVA. The Manager shall provide any information required by the TDVA, by the TDVA's independent financial auditor in support of the annual financial audit, and/or by the ISBA or the DLGF in support of the periodic performance audits and subsequent follow-ups to prior performance audit results and recommendations. The Manager also has review and validation responsibilities, in support of the TDVA's execution of the monthly reconciliation of all bank and trust account and the monthly "waterfall" calculations.

The Proposer should provide a description as to how it will undertake these responsibilities and copies of sample reports that the Manager would anticipate utilizing for reporting purposes.

G. Marketing of the Facility and Booking of Events.

The Manager will be responsible for marketing, promoting and booking of the Facility, on behalf of and subject to the approval of the TDVA. The Proposer understands that the Facility is intended to be a "multi-purpose Facility."

The Manager shall:

- Actively advertise, market and promote the Facility on a local and regional basis through a wide variety of mediums including, but not limited to, trade publications, social media, stakeholder outreach and collaboration, and the internet in accordance with best industry standards;
- Proactively attract local and regional events to the Facility and maximize Facility utilization and revenues generated at or by the Facility;
- Develop a detailed marketing plan on an annual basis that specifies how the Facility will be marketed and programmed for events for the upcoming calendar year and the extended five (5)-year period. The Manager shall provide detail of efforts to be expended (means and methods), expected costs for such efforts and the returns to be made by undertaking those efforts; and
- Provide all documents necessary for the booking and use of the Facility by individuals, groups and organizations in accordance with standard industry

practices, subject to TDVA approval thereof.

The Proposer should provide a detailed description as to how it will satisfy the marketing, promoting and booking of events. Furthermore, the Proposer should describe its marketing approach and plan for the Facility in detail, including how such marketing and promotion will facilitate the highest utilization of the Facility and maximize net revenues.

IX. EVALUATION OF PROPOSALS AND SELECTION OF THE MANAGER

The TDVA will evaluate all Proposals based on its assessment of the Proposer's: (i) demonstrated understanding of, compliance with and responsiveness to the requirements of this RFP and the Services requested; (ii) prior and current experience in operating multi-purpose event and convention facilities; (iii) financial qualifications and ability to provide the Services; (iv) financial proposal to provide the Services; (v) qualifications, integrity and character of the Proposer's personnel, General Manager and other on-site management personnel, as well as regional management experience; and (vi) any other qualifications the TDVA deems appropriate and beneficial to the management of the Facility. While pricing and financial proposals are important in the evaluation of Proposals, the track record, experience, integrity and qualifications of the Proposer and its personnel will be given significant weight in the evaluation process. In addition:

- The TDVA, in its sole discretion, may determine whether a particular Proposer and its proposed management employees have the qualifications to manage, maintain, operate and market the Facility.
- The TDVA may eliminate, in its sole discretion, those Proposers that are deemed non-qualified to provide the Services, or a portion thereof, or that are deemed nonresponsive according to the terms of this RFP.
- The TDVA reserves the right to reject any or all proposals, to waive any informalities or irregularities in any Proposal or this RFP process, and to accept the proposal which the TDVA determines, in its sole discretion, to be most advantageous to the TDVA.
- The TDVA reserves the right to accept or reject in part or in whole any or all Proposals submitted and may elect to enter into one or more separate agreements for the Services with one or more Managers.
- The TDVA will not be required to state or indicate any reason for the acceptance or rejection of any Proposals to provide the Services, or any portion thereof.
- The TDVA reserves the right to negotiate with one or more Proposers, subject to the terms of this RFP and the Act.

X. MANAGEMENT AGREEMENT

The successful Proposer will be required to enter into a commercially reasonable Management Agreement for the Services which shall detail the obligations of the parties, along with the required standards of performance, all in a form acceptable to the TDVA.

The contents of this RFP and the successful Proposer's proposal may be incorporated (in whole or in part) into the Management Agreement as the TDVA deems necessary and appropriate.

List of Exhibits:

Exhibit A	Proposal Form
Exhibit B	Financial Proposal
Exhibit C	Alternate Financial Proposal
Exhibit D	Tahoe South Events Center Floor Plans and Renderings
Exhibit E	Non-Collusion Affidavit
Exhibit F	TRPA Guidelines
Exhibit G	CSL Feasibility Study

EXHIBIT A

PROPOSAL FORM

Each Proposer must complete this proposal form in its entirety, with a maximum count of 50 pages. This proposal form must also be accompanied by those attachments and submittals required by RFP Section VII of the Proposal specifications.

Please ensure that the following items are enclosed (see RFP Section VII for additional details):

1. Corporate officers and their experience.
2. List of other similar facilities/operations.
3. List of similar facilities opened from the ground up.
4. References and any copies of recent reference letters.
5. Copies of reference letters.
6. Management Group resumes and experience.
7. Personnel the Proposer proposes to serve as the General Manager of the Facility, along with resume indicating the education, background and experience.
8. Audited or certified financial statements.
9. Operations commencement statement.
10. Workforce Training Program or similar related program that the Proposer will develop for the TSEC
11. Management fee and financial proposals as requested in **Exhibit B** and **Exhibit C**.
12. Executed and notarized Non-Collusion Affidavit attached as **Exhibit E**.
13. Seven (7) bound copies and one (1) electronic copy (via USB) of its Proposal in response to this RFP to be received no later than **January 22, 2021, 4:00 pm MST** addressed to:

International Coliseums Company
Attention: Rick Kozuback
14301 North 87th Street
Suite 219
Scottsdale, AZ 85260

If selected as the Manager for the Facility, I/we agree to abide by all the terms and conditions of the Request for Proposals, this Proposal, any Addenda issued thereto and the Management Agreement(s) to be executed after selection.

NAME: _____

TITLE: _____

COMPANY NAME AND ADDRESS

CITY, STATE, ZIP CODE

DATE: _____

EXHIBIT B
FINANCIAL PROPOSAL

The Facility is financed in part with tax-exempt debt obligations. The TDVA has determined that the contract for the Facility must meet the “safe harbor” requirements for management contracts as set forth in the Internal Revenue Service in Section 1.141-3(b) (4) of the Income Tax Regulations and Revenue Procedure 2016-44 as modified, amplified or superseded by Revenue Procedure 2017-13. Consistent with the safe harbor requirements, the Proposer is to provide a management fee proposal based on the following assuming a Management Agreement term of five (5) years beginning on January 1, 2023 through December 31, 2027:

1. A fixed monthly or annual management fee for day-to-day management, operations and maintenance and marketing of the Facility.
2. An incentive fee which sets forth specific details of the fee and examples of how the incentive fee would be calculated using a hypothetical case. Such options may include, but are not limited to: (i) revenue or expense improvements as measured against certain benchmarks; (ii) quality of management and operations services performed as determined by the TDVA; (iii) achievement of the TDVA’s programmatic and fiscal goals; (iv) community involvement; and (v) customer satisfaction measurements (e.g. results of “mystery shopper” reports, informal and formal audits, inspections, customer surveys and observations conducted by the TDVA).
3. A combination of a stated amount or periodic fixed fee arrangement and annual incentive fee based on performance criteria similar to the options set forth in paragraph 2 above.

EXHIBIT C

ALTERNATE FINANCIAL PROPOSAL

The Proposer is encouraged to provide alternative compensation structure(s) tied to: (i) reducing the TDVA's overall capital cost exposure for the construction and placement of FFE within the Facility; (ii) increasing revenue generated by the Facility; (iii) reducing operating expense of the Facility; (iv) increasing the number of event and attendance (use and occupancy) at the Facility; (v) improving net operating results (note: the TDVA reserves the right to determine the impact of such an option on the tax-exempt status of any outstanding bonds); and/or (vi) such other alternative(s) that provide guarantees or incentives related to revenue generation or limit the exposure of the TDVA to annual operating costs. The Proposer should also provide a proposed term for the alternative Proposal(s) provided as a part of **Exhibit C**.

EXHIBIT D

TAHOE SOUTH EVENTS CENTER FLOOR PLANS AND RENDERINGS

The appropriate architectural plans for the Tahoe South Events Center are contained within the following link:

<https://tahoedouglasva.org/wp-content/uploads/2020/12/Events-Center-Renderings-Site-plan-Floor-plans-Dec-02-2.pdf>

EXHIBIT F

TAHOE REGIONAL PLANNING AUTHORITY (“TRPA”) GUIDELINES

1. From June 15 through Labor Day of each year, no event or combination of Events Center events shall exceed 2,500 attendees per day.
2. From the day after Labor Day to June 14, no event or combination of Events Center events shall exceed 6,000 attendees per day.
3. No event at the Events Center may occur simultaneously with a Harvey’s outdoor concert event.
4. A list of events scheduled for the upcoming June 15 through Labor Day period, including the anticipated maximum attendance for each event, shall be submitted to TRPA by May 1 of each year. Should additional events subsequently be scheduled for that period, an updated event list shall be submitted to TRPA no later than 10 days prior to the subsequently scheduled event(s).
5. A report of all events held during the prior year, separating out the June 15 through Labor Day period, including actual attendance counts for each individual event.
6. The total number of events is limited annually to 130 events and 220 event days.
7. Attendee arrival and departure shall not occur at peak hour for large events, defined as more than 2,000 in the summer and 4,000 in other seasons.
8. A minimum surcharge of \$4.00 shall be collected for each participant enrolled or each ticket issued for every Events Center event.

EXHIBIT G

CSL FEASIBILITY STUDY

The Tahoe South Events Center feasibility study and the updated summary document are contained within the two links shown below.

<https://tahoedouglasva.org/wp-content/uploads/2020/12/South-Lake-Tahoe-DRAFT-Feasibility-Study-CSL-Intl-01-20-15.pdf>

<https://tahoedouglasva.org/wp-content/uploads/2020/12/CSL-Financial-Operating-Summary-3.0-012820.pdf>