



**REQUEST FOR PROPOSAL
FOR
FOOD SERVICE BID
PACKAGE**

As Requested by
INTERNATIONAL COLISEUMS COMPANY

For the installation in a new:
MULTI-PURPOSE EVENTS CENTER
in
Stateline, NEVADA

On behalf of:

Tahoe Douglas
VISITORS AUTHORITY

RFP ISSUANCE DATE: July 9, 2021

SUBMITTAL DUE DATE: July 30, 2021

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1.0 GENERAL INFORMATION AND REQUIREMENTS

1.1 GENERAL INFORMATION

On behalf of the Tahoe Douglas Visitor's Authority ("TDVA"), International Coliseums Company ("ICC") extends an invitation to interested and qualified firms to submit formal sealed Cost Proposal based on the Food Service Equipment package for the Tahoe South Events Center.

This RFP provides the information necessary to qualify and select a Contractor for this project. Bidders responding to the RFP are asked to submit bids for the Supply, Fabrication and complete installation of Kitchen, concession, pantry related equipment as described in the Food Service Package and specifications. Vendors submitting a response to this Request for Proposal ensure that they are either the manufacturer or must provide identification/manufacturer of the product.

These specifications shall establish the design criteria and set qualifying guidelines for all equipment to be provided as part of this Request for Proposal.

Firms responding to this RFP must provide pricing for a turn-key installation, including pricing for the provision, fabrication, and complete installation of all items necessary to provide a complete, workable, and operational system. Material or equipment required for the provision and installation of such a system, not expressly addressed in this RFP, is understood to be the responsibility of the Bidder.

The TDVA is issuing this RFP to solicit proposals from all qualified Contractors and Vendors for the required services pursuant to the provisions of NRS Chapter 338 and other applicable provisions of Nevada law (the "Act")

1.2 PUBLIC INFORMATION

All information, documentation, and other materials submitted in response to this solicitation are confidential and may not be disclosed until notice of intent to award the contract is issued, as provided by NRS 338. Notwithstanding the above, ICC and/or TDVA will make available to the public the name of each applicant who submits a Proposal in response to this solicitation, in accordance with the provisions of NRS 338.

1.3 TYPE OF CONTRACT

The contract resulting from this solicitation will be a AIA contracts A 151 . This is the form of agreement that the selected firm will sign. ICC and TDVA hereby reserve the option to modify the contract format as part of final negotiations with the company deemed to provide the best value for TDVA.

1.4 SUBMISSION OF PROPOSALS (Statements of Qualifications)

ICC will receive Proposals, on behalf of TDVA, at the time and location described below:

Friday, JULY 30, 2021, 4:00 p.m. MST

Submit one (1) original, three (3) copies and an electronic version (USB) copy of your Proposal to:

**Robert Tamborski
Project Manager
International Coliseums Company
14301 North 87th Street, Suite 219
Scottsdale, AZ 85260**

1.5 POINT OF CONTACT

In accordance with NRS 338.1692(g), all contact and questions regarding this RFQ including questions regarding terms and conditions, should be addressed to:

**Robert Tamborski
Project Manager
International Coliseums Company
14301 North 87th Street, Suite 219
Scottsdale, AZ 85260**

**Direct: (480) 993-0297
E-mail: rtamborski@coliseums.com**

The last day for written question/clarification submittals will be Wednesday, July 20, 2021. Any questions received after that date will not be answered.

1.6 TDVA & ICC RESERVATION OF RIGHTS

TDVA & ICC reserves the right to reject any and all Proposals and re-solicit for new Proposals. Neither TDVA nor ICC make any representations, written or oral, that they will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

TDVA and ICC may, in the evaluation of responses, request clarification from respondents regarding their offers, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

Proposals and any other information submitted by respondents in response to this RFQ shall become the property of TDVA and ICC.

1.7 NO REIMBURSEMENT FOR COSTS

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP process shall be at the sole risk and responsibility of the respondent. Respondents submit Proposals at their own risk and expense.

2.0 SCOPE OF PROJECT

2.1. PROJECT 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 suites and offices level. The building footprint is approximately 88,420 square feet and the total floor area is approximately 141,250 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. 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, press boxes, spectator concourse, support facilities, meeting rooms, conference space, offices and restrooms. Office and meeting spaces are designed to accommodate event center administration, the Tahoe Douglas Visitor's Authority and the Tahoe Chamber. The Project includes reconstruction of the MontBleu surface parking and the construction of an additional entrance into the MontBleu parking garage.

2.2. PROJECT PLANNING SCHEDULE

Key project planning schedule milestones are:

ISSUANCE of RFP	July 9, 2021
Last day of question submittal	July 20, 2021
Proposals from firms due	July 30, 2021
Selection of firm	TBD
Phase 2 Construction Start	May 1, 2021
Grand Opening	December 12, 2022

In accordance with the provisions of NRS 338, use following link for building construction schedule:
https://www.dropbox.com/s/pwont7p1yce7wte/TDVA_Event_Center%20Schedule.pdf?dl=0

2.3. DRAWINGS and SPECIFICATIONS

Architectural / engineering drawings, use the following link:

<https://www.dropbox.com/s/grwc2pjde4iz0tk/Tahoe%20South%20Events%20Center%20-%20Food%20Service%20Package.pdf?dl=0>

Specifications, use the following link:

<https://www.dropbox.com/s/329mkju80n4yju9/Tahoe%20South%20Events%20Center%20-%20Project%20Manual%20%28Vol.01%29%20-%20Food%20Service.pdf?dl=0>

2.4. SCOPE OF SERVICES

The Contractor shall provide a complete, workable and operational system including all labor, equipment, tools, material, engineering, supervision, licenses and bonds to design, manufacture and install fully functional SEATING Packages consisting of the following:

The following is a list of services expected on the Project. The list is not all inclusive and the contractor shall perform all services necessary to complete the Project.

- Open book on sub-contractor bids to be shared with ICC and TDVA;
- Prevailing wage will apply
- Manage construction labor and materials.
- Provide a Milestone and detailed project schedule
- Material fabrication, delivery, and storage.
- Submittals and project documentation.
- Manage safety, security and quality control.
- Facilitate final clean-up and trash removal.
- Preparation and submittal of as-built documents to ICC and TDVA;
- Preparation of post-completion operational and maintenance manuals; owner's warranties.

The contractor shall assume overall responsibility for ensuring that the installation is completed in a satisfactory manner.

3.0 INSURANCE REQUIREMENTS

Reservation of Rights Owner Controlled Insurance Program General Liability and Excess Liability Insurance FF&E Trade Contractors

Tahoe-Douglas Visitor's Authority (the "Sponsor") has implemented an Owner Controlled Insurance Program (OCIP) for this project. Under this type of program, the Sponsor has centralized the purchase of insurance for activities of the Owner, Trade Contractor(s), all contractors, all subcontractors and all sub-subcontractors for work performed at the project site. This consolidated purchasing of insurance is known as an Owner Controlled Insurance Program and will include General Liability and Excess Liability insurance coverage (the "OCIP"). Participation in the OCIP will be at the discretion of the Sponsor for Trade Contractor(s), all tiers of contractors and subcontractors. The Sponsor reserves the right not to enroll any Trade Contractors of their choosing.

The following procedures shall apply:

1. All bidders are required to submit their bid(s) for this Project with their General Liability and Excess Liability insurance costs **EXCLUDED**. **All bidders are also required to submit an "Add Alternate" to provide their cost for on-site General Liability and Excess Liability for them and their Subcontractors**. The Sponsor reserves the right to accept and execute the "Add Alternate" should the Sponsor exclude the bidder and its Subcontractors from the OCIP.
2. Upon contract award, each Trade contractor, contractor, subcontractor and all tiers of sub-subcontractors will detail the "Add Alternate" costs to the OCIP Administrator and will provide OCIP Administrator with documentation as follows:
 - General Liability Policy Declaration Page;
 - General Liability Rating/Information Page(s);
 - Excess Liability Policy Declaration Page;
 - Excess Liability Rating/Information Page(s)

The OCIP administrator will use this information to determine the "Add Alternate" insurance costs.

3. Upon review of the detail and documentation provided, OCIP Administrator and Sponsor will calculate the amount of insurance including the application of a 15% factor for profit and overhead. In the event that a Trade contractor, contractor, subcontractor, or sub-subcontractor has a flat premium on its Excess Liability program, does not provide evidence of actual Excess Liability costs, or does not carry the minimum Excess Liability limits required by the Sponsor, then a standard Excess Liability factor of 30% of the primary General Liability Insurance Premium shall be used. In the event the Subcontractors insurance cost are unknown, apply a factor of 1.5% of their contract value for their estimated insurance premiums.

4. The OCIP provides “first dollar” or \$0 deductible insurance coverage to the enrolled contractors. Therefore, all Insurance cost estimates shall reflect “first dollar / \$0 deductible” rates. Deductible or Self-Insured Retention credits will not be allowed to reduce the amount of the Insurance Calculation.
5. All change orders shall exclude the enrolled Trade contractor’s insurance costs for coverage provided by the OCIP.

3.1. Trade Contractor-Procured Insurance

Throughout the term of this Agreement (including any extensions thereof) and prior to commencing Work and for the duration of the Project including any warranty periods (or longer as specified herein), Trade Contractor shall, at its sole expense, procure and maintain in full force and effect without interruption, insurance of the types, and in the form and amounts described below from insurer(s) authorized to transact business in the state where Work or operations will be performed by Trade Contractor. Such insurance and required coverage shall be placed with insurers that maintain an A.M. Best's rating of not less than A- VII, unless otherwise approved by Owner.

3.2. Insurance Requirements

1. Commercial General and Umbrella Liability Insurance.

The Owner has implemented an Owner Controlled Insurance Program as that term is defined in 3.4 of this Exhibit, but participation in the OCIP by Trade Contractor will be at the discretion of the Owner. If the Owner elects to enroll the Trade Contractor in the OCIP, the requirements for Commercial General Liability coverage pursuant to this Exhibit shall only apply to services performed by Trade Contractor and its eligible and enrolled Subcontractors away from the Project site.

Trade Contractor shall maintain commercial general liability (“CGL”) and, if necessary, commercial umbrella insurance, with limits of not less than \$2,000,000 per occurrence, bodily injury or property damage liability; \$2,000,000 per offense, personal and advertising injury liability; \$2,000,000 products-completed operations aggregate; and \$2,000,000 general aggregate applicable to claims other than products-completed operations. To the extent that Trade

Contractor's CGL insurance is subject to aggregate limits, the General Aggregate limit shall apply separately to the Project.

Coverage afforded under Trade Contractor's CGL and any commercial umbrella insurance shall be provided on an occurrence basis and shall be subject to the terms of the *Insurance Services Office ("ISO") Commercial General Liability Coverage Form CG 0001*, or a substitute form providing coverage at least as broad as the ISO form specified. Coverage shall include liability arising from premises, operations, independent contractors, products-completed operations including construction defect, contractual liability, and personal injury and advertising injury.

The following exclusions/limitations or their equivalent(s) are specifically prohibited:

- Contractual Liability Limitation (CG 21 39);
- Amendment of Insured Contract Definition (CG 24 26);
- Limitation of Coverage to Designated Premises or Project (CG 21 44);
- Exclusion-Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or CG 22 95);
- Exclusion-Explosion, Collapse and Underground Property Damage Hazard (CG 21 42 or CG 21 43);
- Any classification or business description limitation;
- Any construction defect completed operations limitation or exclusion;
- Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it;
- Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured;
- Any Subsidence exclusion;
- Any exclusion for punitive, exemplary or multiplied damages; and
- Any exclusion for unknown pre-existing injury, loss or damage.

The Owner shall be included as additional insured under Trade Contractor's CGL, and any commercial umbrella insurance, with respect to liabilities arising out of both the ongoing and completed operations of Trade Contractor. Such additional insured coverage shall be subject to the terms of ISO additional insured endorsement form CG 2010 (07/04 edition date) for ongoing operations and form CG 2037 (07/04 edition date) for products-completed operations, or substitute form(s) providing identical coverage.

Additional insured coverage afforded by Trade Contractor's CGL, and any commercial umbrella insurance, shall be primary to any other insurance or self-insurance maintained by the Owner and shall not look for contribution from any other insurance or self-insurance maintained by the Owner. Such primary and non-contributory insurance shall be subject to the terms of ISO form CG 2001 (Primary and Noncontributory – Other insurance Condition) or its equivalent. Any other insurance or self-insurance maintained by the Owner shall be excess of, and non-contributory with, the coverage afforded by Trade Contractor's CGL and commercial umbrella insurance.

In addition to procuring and maintaining CGL, and any commercial umbrella insurance, for the duration of the contract, Trade Contractor agrees to continue to procure and maintain the products-completed operations liability insurance coverage for a minimum of ten (10) year(s) after the date that the Work is substantially complete or until expiration of the applicable statute of repose, whichever is longer. All terms and conditions of such coverage shall be maintained during this completed operations period, including the required coverage limits and the requirement to provide the Owner with coverage as an additional insured for completed operations.

Participation in the OCIP will be at the discretion of the Owner for Trade Contractor(s), all tiers of contractors and subcontractors. The Owner reserves the right not to enroll any Trade Contractors of their choosing.

2. **Commercial Automobile and Umbrella Liability Insurance.** Trade Contractor shall maintain automobile liability and, if necessary, commercial umbrella insurance, with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability for bodily injury and property damage arising from the use or operation of any auto, including those owned, hired or otherwise operated or used by or on behalf of Trade Contractor. The coverage shall be subject to the terms of ISO *Business Auto Coverage Form CA 0001* (1990 edition or later), or a substitute form providing equivalent coverage.
3. **Workers' Compensation and Employers Liability Insurance.** Trade Contractor shall maintain Workers' Compensation insurance coverage providing statutory benefits. Trade Contractor shall additionally maintain employers liability insurance, and if necessary, commercial umbrella insurance, with a limit of not less than: \$2,000,000, bodily injury by accident - each accident; \$2,000,000, bodily injury by disease-policy limit; and \$2,000,000, bodily injury by disease each employee. Workers' Compensation coverage must extend to every employee, including owners and officers of a closely held corporation and individuals operating as a sole proprietorship or partnership. The Workers' Compensation insurance must provide coverage in the state of Nevada. Where applicable, evidence of coverage shall be required for U.S. Longshore and Harborworkers Compensation, Maritime coverage, Federal Employer's Liability Act and other unique exposures requiring endorsement of coverage.
4. **Contractor's Professional Liability Insurance.** Trade Contractor shall obtain and maintain contractor's professional liability insurance, with all coverage retroactive to the commencement of the Work on the Project, to cover claims arising out of the performance of professional services, including but not limited to design-build work, architectural, engineering, surveying, and construction management, rendered by the Trade Contractor (including vicarious liability of the Trade Contractor arising out of the activities of its consultants and subcontractors) caused by negligent acts, errors, or omissions, with limits of not less than \$1,000,000 per claim and annual aggregate. Coverage shall be on a claims-made basis with a retroactive date no later than the first date of professional services, with coverage to be continuously renewed and maintained through the applicable statute of repose.
5. **Contractors Pollution Liability Insurance.** Trade Contractor shall maintain Contractors Pollution Liability coverage with limits of not less than \$1,000,000 per occurrence, \$1,000,000 annual aggregate. Coverage shall apply to the scope of work described in the Agreement and shall include coverage for bodily injury; property damage, including loss of use of damaged property or property that has not been physically injured; clean-up costs; defense and investigative costs. Said policy shall include but not be limited to coverage for liability arising out of microbial events such as mold, fungi and legionella; any hazardous materials introduced to the Project Site by Trade Contractor, a Subcontractor, or a Sub-subcontractor; and any existing condition at the Project Site caused by the presence of pre-existing hazardous materials that is exacerbated by the negligent actions of the Trade Contractor, a Subcontractor, or a Sub-subcontractor. Trade Contractor shall maintain completed operations coverage for a minimum of ten (10) years after the Substantial Completion Date or the applicable State statute of repose, whichever date is later.

The Owner shall be included as additional insured on a primary/non-contributory basis with respect to liabilities arising out of both the ongoing and completed operations of Trade Contractor, Subcontractors, or Sub-subcontractors.

If any part of the required coverage is written on a claims-made basis, continuous coverage shall be maintained, or an extended discovery period shall be exercised, for a minimum period of ten (10) years after the Substantial Completion Date or the applicable State statute of repose, whichever date is later. Any retroactive dates should be no later than the date that contracting services were first performed for the Project.

6. **Contractors Equipment Insurance.** Trade Contractor shall maintain contractor's equipment insurance covering loss or damage on an "all risk" basis to any Equipment, Small Tools, or other machinery used for the Project whether owned, leased, rented, borrowed or otherwise in the care, custody and control of the Trade Contractor for use in the performance of Work.

7. **Builders Risk Insurance.** Trade Contractor shall maintain builders risk insurance covering loss of or damage to the Work. **Such insurance shall be maintained through Substantial Completion of the entire project not just completion of the Trade Contractor's Work at the site.** The insurance shall be in the amount of the total value for the entire Work at the Project and shall be written on a repair or replacement cost basis. Trade Contractor shall be the named insured and Owner shall be an additional insured, as their interests may appear. The builder's risk insurance shall be on an "all-risk" form and shall include but not be limited to insurance against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, terrorism (as provided under TRIA), rigging and hoisting, collapse, earthquake, flood, windstorm, falsework, testing and startup, debris removal including demolition expenses, and increased cost of repair occasioned by enforcement of any applicable law or ordinance.

The builder's risk insurance shall cover portions of the Work at temporary offsite storage locations, and also portions of the Work in transit. Partial occupancy shall be allowed by the policy. The deductible shall be no greater than \$10,000 and the deductible shall be the sole responsibility of the Trade Contractor.

A loss insured under the builder's risk insurance shall be adjusted by the builder's risk insurer's designated adjuster and made payable to Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. Upon receipt of insurance proceeds from the builder's risk insurer, Owner shall pay Trade Contractor their just shares of insurance proceeds within ten (10) calendar days. The Trade Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Trade Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

Owner and Trade Contractor waive all rights against each other, each third-party beneficiary and Indemnitee established pursuant to this Agreement, and any contractors, subcontractors, sub-subcontractors, agents and employees, each of the others, for damages caused by fire or other causes of loss to the extent covered by builders risk insurance obtained pursuant to this exhibit or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

3.3. Additional Provisions:

1. **Deductibles and Self-insured Retentions.** The funding of deductibles and self-insured retentions maintained by Trade Contractor shall be the sole responsibility of Trade Contractor, including any deductibles or self-insured retentions applicable to claims involving the Owner as an additional insured. Any self-insured retentions in excess of \$25,000 must be declared to and approved by Owner.
2. **Primary / Non-Contributing.** Trade Contractor's required insurance coverage shall be primary insurance, and any insurance or self-insurance maintained by the Owner shall be excess of and non-contributory with Trade Contractor's insurance.
3. **Severability of Interest.** Except with respect to the limits of insurance, Trade Contractor's required insurance shall apply separately to each insured or additional insured.
4. **Waiver of Subrogation.** Trade Contractor agrees to waive all rights of subrogation against the Owner and shall cause each of its Subcontractors and Sub-subcontractors to waive all rights of subrogation against the Owner, as respects loss, damage, claims, suits or demands, howsoever caused:
 - a. To real or personal property, vehicles, equipment, tools, etc. owned, leased or used by Trade Contractor, Subcontractors, Sub-subcontractors, or any of their respective employees or agents; and
 - b. To the extent such loss, damage, claims, suits or demands are, or should be, afforded coverage by the Trade Contractor's, Subcontractors', or Sub-subcontractors' required insurance or any other insurance maintained by the Trade Contractor, Subcontractors, or Sub-subcontractors, this waiver shall apply to all first party property, Work, materials, equipment, vehicle and workers' compensation claims (unless prohibited under applicable state statutes), and all third-party liability claims. This waiver shall also apply to all deductibles, retentions or self-insured layers applicable to the required or any other insurance maintained by the Trade Contractor, Subcontractors, or Sub-subcontractors. If necessary, Trade Contractor agrees to endorse the required insurance policies to permit waivers of subrogation in favor of the Owner as required hereunder and shall require the same of Subcontractors and Sub-subcontractors. Trade Contractor further agrees to hold harmless and indemnify the Owner for any loss or expense incurred as a result of Trade Contractor's failure, or any Subcontractor's failure or any Sub-subcontractor's failure, to obtain such waivers of subrogation from insurers.
5. **Notice of Cancellation / Material Change / Nonrenewal.** Trade Contractor's insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior Written Notice has been given to Owner; provided, however, that a ten (10) day prior notice requirement may apply in the event of cancellation due to nonpayment of premium.
6. **Verification of Coverage.** Prior to commencing Work, Trade Contractor shall furnish Owner with certificate(s) of insurance executed by a duly authorized representative of each insurer, as evidence of compliance with the insurance requirements set forth above. Such certificates of insurance shall be accompanied by copies of endorsements evidencing coverage afforded to the Owner as

additional insured on a primary/non-contributory basis, and endorsements reflecting insurer's concurrence with Trade Contractor's waiver of subrogation rights against the Owner. Renewal certificates are to be provided to the Owner prior to the expiration of the required insurance policies.

Certified copies of policies, including all policy endorsements, shall be furnished by Trade Contractor within 15 days of written request by Owner.

The certificate(s) of insurance shall be subject to approval of Owner, but failure of Owner to request such certificate or other evidence of Trade Contractor's compliance with insurance requirements, or failure of Owner to identify deficiencies from evidence that is provided, shall in no way limit or relieve Trade Contractor of its obligations to maintain such insurance.

- 7. Subcontractors and Sub-subcontractors.** Subcontractors and Sub-subcontractors are subject to the same insurance requirements as Trade Contractor, except only as follows:
- 7.1. Contractors Professional Liability shall be required if the applicable scope of work includes any design-build, engineering, surveying, or to the extent required in the applicable subcontract.
 - 7.2. Contractors Pollution Liability insurance shall be required to the extent such coverage is required in the applicable subcontract.
 - 7.3. With respect to the required additional insured endorsements under the CGL and any commercial umbrella insurance, the requirements for specific edition dates for form CG 2010 and form CG 2037 shall not apply.
 - 7.4. Limits of liability for each required coverage shall not be less than required in the applicable subcontract; however, in no event shall a Subcontractor or Sub-subcontractor be required to have limits of liability less than \$1,000,000 for any third party liability coverage required herein.

Trade Contractor shall cause each Subcontractor and Sub-subcontractor to purchase and maintain such required insurance. Trade Contractor is also responsible for assuring that all Subcontractors' and Sub-subcontractors' insurance policies required herein comply with the additional insured, primary and non-contributory and waiver of subrogation requirements. If requested by Owner, Trade Contractor shall provide Owner with certificates of insurance and additional insured, primary and non-contributory and waiver of subrogation endorsements for the insurance required for all Subcontractors and Sub-subcontractors.

- 8. No Representation of Coverage Adequacy.** In specifying minimum Trade Contractor insurance requirements, Owner does not represent that such insurance is adequate to protect Trade Contractor for loss, damage or liability arising from its work. Trade Contractor is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

The insurance requirements set forth in minimum amounts shall not be construed to relieve Trade Contractor for liability in excess of such coverage, nor shall it preclude Owner from taking such other actions as is available to it under any other provision of the Agreement. To the extent Trade Contractor maintains insurance greater than these minimum requirements, Trade Contractor agrees that such insurance shall be applicable to any of Trade Contractor's liability obligations hereunder.

- 9. Compliance.** Failure of Trade Contractor to maintain the required insurance shall constitute a default under this Agreement and, at Owner's option, shall allow Owner to terminate this Agreement for cause.

10. Cross-Liability Coverage / Non-standard restrictive endorsements. All liability policies shall include cross liability coverage and a standard ISO separation of insureds provision, or its equivalent. No liability policy shall include or be endorsed to include any non-standard provisions restricting coverage for the named insured or the persons/entities required to be named as additional insureds under this Agreement, including but not limited to cross liability coverage exclusions or limitations.

3.4. Owner-Procured/Controlled Insurance Program.

Owner has elected to implement an Owner Controlled Insurance Program (the "OCIP") on the Project to include General Liability and Excess/Umbrella Liability coverage. Under this type of program, the Owner has centralized the purchase of General Liability and Excess Liability insurance for activities of the Owner, Trade Contractor, and Trade Contractor's Subcontractors of every tier that are eligible ("OCIP Eligible Contractors") to be enrolled in the OCIP. Details of enrollment which are incorporated in the OCIP Manual for Work performed at the Project site will be provided to the winning bidder(s). No coverage for activities occurring off the Project site shall be provided by the OCIP. Participation in the OCIP shall be at the discretion of the Owner for Trade Contractor(s), all tiers of contractors and subcontractors. The Owner reserves the right to not enroll any Trade Contractors of their choosing. Trade Contractor agrees to be bound to the terms of the OCIP Manual, and further agrees to bind its Subcontractors of every tier to the same. If Trade Contractor or any of its Subcontractors are enrolled in the OCIP, all change orders shall exclude the enrolled Trade Contractor's and its Subcontractors' insurance costs for coverage provided by the OCIP.

4.0 REQUIREMENTS FOR PROPOSAL RESPONSES

Respondents shall answer all questions. Incomplete proposals will be considered non-responsive and subject to rejection.

4.1. CORPORATE HISTORY

Provide information on your corporate history. Include the organizational structure, state of incorporation, years in business, corporate officers, major shareholders/partners, number of projects providing similar services, evidence of authority to do business in Nevada, annual dollar workload for the last five (5) years, attach a letter from surety company or its agent licensed to do business in Nevada verifying proposer's capability of providing adequate performance and payment bonds for this project. Confirm union and/or non-union work force.

4.2. NEVADA CONTRACTOR'S LICENSE

Provide a copy of your Nevada contractor's license.

4.3. RELEVANT EXPERIENCE

Provide a comprehensive description of five (5) projects most similar to the Tahoe South Events Center Project, containing 4000 or more seats. List of recent references (minimum of 5) with name of facility, photo of installation, contact name, title, address, and phone number for each project; include size, scope, services provided, contract type, construction budget and other specific items relevant to your firm's ability to complete the Project. Provide an explanation of the experience that you have in relation to such projects in Nevada (See NRS 338.1377 and NRS 338.1692(3)(a) for additional guidance).

Explain if your firm is familiar with the Rules, Regulations and Guidelines of the Tahoe Regional Planning Agency ("TRPA") and whether or not your firm has completed works in the Tahoe Basin subject to TRPA approval.

4.4. BONDING CAPACITY & INSURANCE

In accordance with the provisions of NRS 338.1692(3)(c) and NRS 338.1692(3)(d), provide evidence that you will be able to obtain the necessary bonding and insurance coverage for a project of this size.

4.5. STATUTORY STATEMENT

Pursuant to the requirements of NRS 338.1692(3)(e), submit with your Proposal a statement, signed by a person authorized to bind your company or business, confirming whether or not you have been (i) found liable for breach of contract with respect to a previous project, other than a breach for legitimate cause, during the 5 years immediately preceding this RFQ; and (ii) disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475 or 408.333.

4.6. CURRENT WORKLOAD

List the other major projects that your firm is currently involved with, including size, scope, services provided, percent complete and expected completion date.

4.7. PROJECT TEAM

List the members of your company who will be directly involved with the Project. Include their resumes and relevant experience. State their current workload and why they will be made available for this project. Also list any sub-contractors to be used on this project.

4.8. PROJECT APPROACH

Describe your methodology for working with ICC, Project Architect/Engineer, their consultants, and TDVA to deliver a complete project.

- Summarize your firm's approach to delivering the scope of work; the strength of your team as it relates to the scope of the Project; what makes your firm stand out above your peers; and why your firm should be selected as the most qualified for the Project.
- Describe your firm's philosophy and approach to resolving conflicts with TDVA, design professionals, consultants, and subcontractors.
- Describe your firm's approach to achieving close-out, such as commissioning (including cooperating with TDVA's commissioning agent), punch list and warranty work. Identify the individual who will be responsible for these activities.
- Provide a brief overview of your firm's current safety program, lost time or incident statistics, and detail any OSHA citations in the last three (3) years. Provide a letter from your firm's workers compensation carrier(s) setting out your firm's current and three (3) prior years' Experience Rating or Multiplier.

4.9. PROJECT SCHEDULE

See our General Contractor (CORE)'s construction schedule, starting May 1, 2021. Given that the Project is situated in a mountain environment under the jurisdiction of the TRPA, describe how your firm is equipped to take into account the specific challenges, including elevation and inclement weather, endemic to mountain environments. Explain what construction time you require to complete your portion of the project, taking into account the TRPA's Rules, Regulations and Guidelines. (See in particular:

[Grading Season Exceptions \(trpa.org\)](http://trpa.org)

regarding the prohibition to move dirt between October 15 and May 1.

Bidder's must provide a proposed/required schedule (Complete with date/milestones) to complete on time.

4.10. SELF-PERFORMANCE

Indicate which, if any, scope(s) of work that you intend to use your own forces to complete and any outside contractors.

5.0 **FORMAT FOR PROPOSAL**

5.1. **GENERAL INSTRUCTIONS**

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of TDVA's needs.

- **One (1)** clearly marked hardcopy "original" -(non-binding form), and 2 copies, using a folder or clip.
- **One (1)** additional copy on FLASH drive in PDF format, PC readable, no passwords, labeled with vendor name and project.

Check and play all FLASH drives before submitting.

Proposals that are qualified with conditional clauses, alterations, items not called for in this RFP, or irregularities of any kind are subject to rejection by TDVA, at its option.

If the policy of your company prevents you from submitting a proposal on the basis of any of the specifications or assumptions, you may submit it on a basis that is in accordance with your policy, and must clearly explain the differences.

In such a case, however, a statement of your reasons for such deviation must be included with a listing of all deviations. TDVA and ICC, acting on behalf of TDVA, reserve the right to accept or reject any or all proposals.

Neither TDVA nor ICC makes any representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP. TDVA and ICC, acting on behalf of ICC, reserve the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in TDVA's best interest.

Refer to NRS Chapter 338, in particular NRS 388.1377 and NRS 338.1692(3), for additional information regarding your Proposal.

Proposals must provide complete details of Food Equipment and training.

- Itemized Cost for each Item / Equipment
- Proposed Equipment Drawings/Renderings
- Product cut sheets and technical data for each component item proposed.
- Overall dimensions and design of each proposed component.
- Electrical/Power requirement of each component.
- Drawings of any proposed structural modifications/enhancements to the existing facility required for support of components. All proposed structural work must be listed and explained in detail.

- Warranty information.
 - Services provided as part of the required one (1) year parts and labor warranty.
 - Provide installation warranties and equipment manufacture warranties
 - Spare Parts Lists: List to include spare parts that will be included for each component.
- Price and associated data must be provided on pricing sheet supplied with this RFP.
- Proposed timeline for shop drawings, verification of samples, anticipated start date, delivery of product to jobsite and completing the work (Gant Chart format).
- Servicing
 - Provide startup of equipment and servicing agreement.
- Proposed timeline for shop drawings, verification of items, anticipated start date, delivery of product to jobsite and completing the work (Gant Chart format).

Proposals can provide additional costing details, in addition to the Cost Summary table. Alternates should be clearly identified and separate from the base proposal.

PRICING SUMMARY

Tahoe South Events Center

Company Name: _____

Provide an Itemized Cost for each Item / Equipment

Total Equipment Cost: \$ _____

Delivery and Installation Cost: \$ _____

TOTAL BID: \$ _____

ALTERNATES

Add alternate for bidder to use their **General Liability and Excess Liability Ins.** :

\$ _____ Cost

Other Proposed Alternates :
(Provide complete details)

\$ _____ Cost