



April 17, 2023

David Peterson
Nevada Commission for the Reconstruction of the V&T Railway
CC Visit Carson City
716 N Carson St
Carson City, NV 89701

Dear Commission Chair Peterson:

After much thought, consideration, research and debate, our team at Atypical Consulting and Events has made the hard decision to terminate Contract for Services of Independent Contractor between Nevada Commission for the Reconstruction of the V&T Railway and Atypical Consulting and Events.

Pursuant to RFP 2021-001 Section 5, please accept this letter as our official notice of termination, with the contract terminating May 31, 2023 (44-days notice).

Sincerely,

Allyson Bolton
President
Atypical Consulting and Events



18124 Wedge Pkwy #156
Reno, NV 59811
info@a-typical.com

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
A Contract Between

| | |
|------------------------|--|
| Commission: | Nevada Commission for the Reconstruction of the V&T Railway, a political subdivision of the State of Nevada |
| Address: | P.O. Box 1711 |
| City, State, Zip Code: | Carson City, NV 89702 |
| Contact: | David Peterson, Chairman |
| Phone: | 775-686-9037 |
| Fax: | |
| Email: | dpeterson@visitcarsoncity.com |

| | |
|------------------------|---|
| Contractor Name: | Atypical Consulting & Events |
| Address: | 18124 Wedge Pkwy #156 |
| City, State, Zip Code: | Reno, NV 89521 |
| Contact: | Allyson Bolton |
| Phone: | 949-292-8803 |
| Fax: | |
| Email: | allyson@a-typical.com |

WHEREAS, the Commission desires to retain the Contractor for administrative and operations coordinator for the day to day operations of the Commission; and

WHEREAS, the Contractor is desirous of serving the Commission as its administrative and operations coordinator; and

WHEREAS, the Commission and Contractor agree that Contractor shall be compensated for all services rendered as herein below set forth; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the Commission

NOW THEREFORE, in consideration of the aforesaid premises, mutual promises, covenants and undertakings hereinafter set forth, the parties agree as follows:

1. DEFINITIONS.

- A. "Commission" – means the Nevada Commission for the Reconstruction of the V&T Railway.
- B. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the Commission under the terms and conditions set forth in this Contract.
- C. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
- D. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
- E. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

2. CONTRACT TERM. This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 9, Contract Termination*.

| | | | |
|-----------------|--|-----|-------------------|
| Effective from: | Upon approval of the Commission, expected to be May 18, 2021 | To: | December 31, 2025 |
|-----------------|--|-----|-------------------|

3. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
4. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

| | |
|----------------|--|
| ATTACHMENT AA: | SCOPE OF WORK and PAYMENT SCHEDULE, |
| ATTACHMENT BB: | INSURANCE SCHEDULE |
| ATTACHMENT CC: | COMMISSION SOLICITATION # and AMENDMENTS # |
| ATTACHMENT DD: | VENDOR PROPOSAL |

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the Commission under this Contract for Independent Contractor, shall be void and unenforceable.

5. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 4, Incorporated Documents* at a cost as noted below:

| | | |
|------------------|-----|---|
| \$ Variable Rate | per | Hour based on the rates included in Attachment AA |
|------------------|-----|---|

| | |
|-------------------------------|-----------|
| Total Contract Not to Exceed: | \$553,000 |
|-------------------------------|-----------|

The Commission does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments.

6. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
7. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the Commission is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the Commission no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the Commission of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
8. **INSPECTION & AUDIT.**
- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the Commission, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, upon reasonable notice by the Commission, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the Commission, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

9. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The Commission unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 3, Notice*. If this Contract is unilaterally terminated by the Commission, Contractor shall use its best efforts to minimize cost to the Commission and Contractor will not be paid for any cost that Contractor could have avoided.
- B. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 9C. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the Commission materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
 - 5) If it is found by the Commission that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the Commission with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
 - 6) If it is found by the Commission that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- C. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 3, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 9B, above, shall run concurrently, unless the notice expressly states otherwise.

D. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:

- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
- 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Commission;
- 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Commission;
- 4) Contractor shall preserve, protect and promptly deliver into Commission possession all proprietary information in accordance with *Section 20, Commission Ownership of Proprietary Information*.

10. **REMEDIES**. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour.
11. **LIMITED LIABILITY**. The Commission will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any Commission breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
12. **FORCE MAJEURE**. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
13. **INDEMNIFICATION AND DEFENSE**. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the Commission's right to participate, the Commission from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the Commission shall apply in all cases except for claims arising solely from the Commission's own negligence or willful misconduct. Contractor waives any rights of subrogation against the Commission. Contractor's duty to defend begins when the Commission requests defense of any claim arising from this Contract.
14. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS**. Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the Commission will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the Commission incurs any employment liability for the work under this Contract; Contractor will reimburse the Commission for that liability.
15. **INSURANCE SCHEDULE**. Unless expressly waived in writing by the Commission, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The Commission shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Commission. The Commission's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the Commission to timely approve shall not constitute a waiver of the condition.

A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the Commission, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:

- 1) Final acceptance by the Commission of the completion of this Contract; or
- 2) Such time as the insurance is no longer required by the Commission under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the Commission shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Commission, Contractor shall provide the Commission with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the Commission and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the Commission, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Commission. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Commission.
- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to Commission that without thirty (30) days prior written notice to the Commission, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
 - a) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - b) Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the Commission:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the Commission to evidence the insurance policies and coverages required of Contractor. The certificate must name the Commission, its officers, employees and immune contractors as defined in NRS

41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the Commission with replacement certificates as described within *Section 15A, Insurance Coverage*.

Mail all required insurance documents to the Commission identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the Commission to evidence the endorsement of the Commission as an additional insured per *Section 15B, General Requirements*.
 - 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
 - 4) Review and Approval: Documents specified above must be submitted for review and approval by the Commission prior to the commencement of work by Contractor. Neither approval by the Commission nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the Commission or others, and shall be in addition to and not in lieu of any other remedy available to the Commission under this Contract or otherwise. The Commission reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.
16. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Commission. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
 17. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
 18. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
 19. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by Commission, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the Commission.
 20. **COMMISSION OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the Commission to Contractor and any documents or materials provided by the Commission to Contractor in the course of this Contract ("Commission Materials") shall be and remain the exclusive property of the Commission and all such Commission Materials shall be delivered into Commission possession by Contractor upon completion, termination, or cancellation of this Contract.
 21. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The Commission has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the Commission for honoring such a designation. The failure to so label any

document that is released by the Commission shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

22. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
23. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
 - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964(P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
24. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
25. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
26. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that this Contract is effective only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
27. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the Commission any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
28. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
29. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject

matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. This Contract, and any amendments, may be executed in counterparts.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Alpea Bu 5/18/2021 President
Independent Contractor's Signature Date Independent Contractor's Title

Paul C. Sutton 5/18/21 NAT Commission Chairman
Commission Authorized Signature Date Title

Approved as to form by:

Wendal Sprick Reese
General Counsel for the Commission

On: 18 May 2021
Date

Attachment AA

Scope of Work & Payment Schedule

| Scope of Work Activity: | Calendar Year | | | | | Total |
|-------------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | 2021 | 2022 | 2023 | 2024 | 2025 | |
| 1. Operations | 21,875.00 | 35,000.00 | 36,050.00 | 37,131.50 | 38,245.45 | 168,301.95 |
| 2. Board | 25,000.00 | 40,000.00 | 41,200.00 | 42,436.00 | 43,709.08 | 192,345.08 |
| 3. Asset Maintenance | 9,375.00 | 15,000.00 | 15,450.00 | 15,913.50 | 16,390.91 | 72,129.41 |
| 4. Public Relations | 15,625.00 | 25,000.00 | 25,750.00 | 26,522.50 | 27,318.18 | 120,215.68 |
| Total | 71,875.00 | 115,000.00 | 118,450.00 | 122,003.50 | 125,663.61 | 552,992.11 |

The total annual amounts above represent approximate annual totals based on an average hourly rate of \$100 for calendar years 2021 and 2022 with a 3% annual increase for calendar years 2023 through 2025. Actual invoices will be submitted using the appropriate hourly rates below based on the person doing the work.

| Position | Hourly Rate for Calendar Year: | | | | |
|---------------------|--------------------------------|--------|--------|--------|--------|
| | 2021 | 2022 | 2023 | 2024 | 2025 |
| Senior | 125.00 | 125.00 | 128.75 | 132.61 | 136.59 |
| Executive Team | 100.00 | 100.00 | 103.00 | 106.09 | 109.27 |
| Operational Team | 75.00 | 75.00 | 77.25 | 79.57 | 81.95 |
| Average Hourly Rate | 100.00 | 100.00 | 103.00 | 106.09 | 109.27 |
| Annual Increase | | 0.00% | 3.00% | 3.00% | 3.00% |

- 1. Operations includes the following items from the RFP (approximate hours per year: 350)
 - 4.1.1 Operations
 - 4.1.2 Customer Service
 - 4.1.3 Rides & Special Events Oversight and Coordination
 - 4.1.10 Community Relations

- 2. Board includes the following items from the RFP (approximate hours per year: 400)
 - 4.1.4 Stakeholder Relations
 - 4.1.5 Financials
 - 4.1.6 Procedures
 - 4.1.7 Monthly Commission Meetings
 - 4.1.11 Stakeholder Management
 - 4.1.12 Required Reporting
 - 4.1.13 Grants

- 3. Asset Maint includes the following items from the RFP (approximate hours per year: 150)
 - 4.1.8 Facility Oversight
 - 4.1.9 Track Maintenance

- 4. Marketing includes the following items from the RFP (approximate hours per year: 250)
 - 4.1.11 Public Relations
 - Additional items added during negotiations:
 - Marketing coordination, including Media Buys
 - Social media coordination
 - Website management

Payment Schedule

1. Contractor will submit invoices monthly based on the number of hours worked by Contractor's staff.
2. Contractor will submit invoices within 30 days of the end of the month.
3. Contractor will break down invoices based on the actual number of hours worked for each staff person along with details regarding the activities performed. This will provide the Commission with information about the level of service needed for each activity.
4. The activities are only for budgeting purposes. Contractor can exceed individual activities, but cannot exceed the annual total or the contract maximum without an amendment to the Contract approved by the Commission.
5. Contractor may not approve payment of their invoice even if it falls below the threshold for which the Contractor may approve invoices.
6. Invoices will be submitted for payment by the fiscal agent after approval by the Commission.

Attachment BB

Insurance Requirements

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Commission in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Commission for the Reconstruction of the V&T Railway shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

| | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |

- a. Policy shall contain a waiver of subrogation against the Commission.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under N.R.S., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3. **Professional Liability (Errors and Omissions Liability)**

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$1,000,000 |

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Commission is named as an additional insured, the Commission shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Contractor shall insure that each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided or canceled except after providing thirty (30) days prior written notice to the Commission, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to the Commission. Should Contractor fail to provide Commission timely notice, Contractor will be considered in breach and subject to cure provisions set forth within this Contract.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The Commission in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Commission with certificates of insurance (ACORD form or equivalent approved by the Commission) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be received and approved by the Commission before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.
- All certificates required by this Contract shall be sent directly to the Commission. The project description shall be noted on the certificate of insurance. The Commission reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the Commission separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Commission, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
-



Nevada Commission for the Reconstruction of the V&T Railway (V&T Railway Commission)

Request for Proposal (RFP)

THIS IS NOT AN ORDER

ADVERTISED RFP V&T RAILWAY COMMISSION 2021-001

Admin/Operations Coordinator

ISSUE DATE: March 26, 2021

RFP SUBMISSION DUE: April 16, 2021

REPLY TO:

Nevada Commission for the Reconstruction of the V&T Railway

c/o David Peterson, Chair

716 N. Carson Street, Suite 100

Carson City, NV 89701

775-283-7681

dpeterson@visitcarsoncity.com

1. OVERVIEW

The Nevada Commission for the Reconstruction of the V&T Railway (V&T RAILWAY COMMISSION) invites qualified persons to submit proposals for an Admin/Operations Coordinator. The initial contract will be effective upon approval, anticipated to be April 29, 2021, through June 30, 2022. The contract may be renewed for up to three (3) additional years.

Proposals shall be submitted in accordance with the Documents and Requirements as set forth in this formal "Request for Proposal" (RFP). The Contract that will result from this RFP will include the scope of work outlined in Section 4.1.

2. BACKGROUND INFORMATION

The current contracted General Manager informed the V&T RAILWAY COMMISSION in February 2021 they would not be seeking an extension to their contract which expires as of March 31, 2021. As a result of the termination of this contract, the V&T RAILWAY COMMISSION decided to modify the scope of work and issue an RFP for Admin/Operations Coordinator.

3. PROCEDURE

- 3.1. A Selection Committee will evaluate the proposals submitted. There is no guarantee that the V&T RAILWAY COMMISSION will select any of the proposals and any proposals shall be submitted at a proposer's sole risk and cost.
- 3.2. The Selection Committee may create a short list of qualified proposals and call for presentations or interviews of those on the short list to present further details and/or respond to questions. The presentations or interviews are anticipated to be held on April 29, 2021. It is the expectation that the vendor will bring the proposed staff to the presentation/interview.
- 3.3. The V&T RAILWAY COMMISSION reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether said proposal is selected.
- 3.4. During the evaluation, the Selection Committee reserves the right, where it may serve the V&T RAILWAY COMMISSION's best interest, to request additional information or clarification from the person, or to allow corrections of errors or omissions.
- 3.5. Submission of a proposal indicates acceptance by the person of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the resultant Contract(s) between V&T RAILWAY COMMISSION and the successful bidder.
- 3.6. The use of the term "person" herein refers to an individual, or a company or independent contractor/consultant firm with certified personnel doing business in the United States and duly registered in the State of Nevada, any of which will need to hold or obtain a business license from Carson City if they are selected as the successful vendor.
- 3.7. There is no expressed or implied intent or obligation for the V&T RAILWAY COMMISSION to reimburse responding persons for any expenses incurred in preparing proposals or any travel expenses during presentations/interviews in response to this RFP.

- 3.8. The V&T RAILWAY COMMISSION shall reserve the right to terminate any contract or agreement resultant from this solicitation and subsequent action for cause, including but not limited to inadequacy of performance.
- 3.9. The V&T RAILWAY COMMISSION reserves the right to reject any or all proposals and to award a contract to the proposer the V&T RAILWAY COMMISSION deems most qualified and whose award will accrue to the best interests of the V&T RAILWAY COMMISSION.
- 3.10. Until the receipt and opening of proposals, the proposers' principal contact with the V&T RAILWAY COMMISSION will be as listed below.

Nevada Commission for the Reconstruction of the V&T Railway
c/o David Peterson, Chair
716 N. Carson Street
Carson City, NV 89701
e-mail: dpeterson@visitcarsoncity.com
775-283-7681

- 3.11. All contacts regarding the proposal should be with the above-named individual only. Proposers contacting other V&T RAILWAY COMMISSION staff or V&T RAILWAY COMMISSION officials may be disqualified for doing so.

4. SCOPE OF WORK

- 4.1. The scope of work for the Admin/Operations Coordinator will cover the following:
 - 4.1.1. OPERATIONS: Manage operational aspects of the Carson City Eastgate Depot, including scheduling seasonal utility services and purchasing depot supplies.
 - 4.1.2. CUSTOMER SERVICE: Answer incoming calls from customers, handle all customer questions and concerns.
 - 4.1.3. RIDES & SPECIAL EVENTS OVERSIGHT AND COORDINATION: Coordinate with contractor(s) on activities and special events. Invoice and collect compensation from contractors.
 - 4.1.4. STAKEHOLDER RELATIONS: Develop a comfortable and respectful working environment with all contractors and their personnel.
 - 4.1.5. FINANCIALS: Approve and process invoices under \$5,000, perform bank deposits, prepare bank statement reconciliations in a format prescribed by the V&T RAILWAY COMMISSION, and prepare invoices over \$5,000 for submission to the V&T RAILWAY COMMISSION for review and approval. Meet monthly with V&T Treasurer and assist with the development of fiscal year budgets. Assist with preparation for any audit of the V&T RAILWAY COMMISSION and coordinate with auditors to obtain any required documentation.
 - 4.1.6. PROCEDURES: Maintain and update policies and procedures and ensure internal controls. Communicate regularly with V&T Chairman. Work with V&T Chairman and Attorney on any legal matters related to the V&T RAILWAY COMMISSION.

4.1.7 MONTHLY COMMISSION MEETINGS: Plan, coordinate, and facilitate meetings in accordance with open meeting law requirements. Prepare and submit a monthly report on all matters relevant to the V&T RAILWAY COMMISSION, including any grants applied for or awarded to the V&T RAILWAY COMMISSION, as well as an contracts, leases or agreements.

4.1.8 FACILITY OVERSIGHT: Coordinate facilities and parking lot maintenance and repairs.

4.1.9 TRACK MAINTENANCE: Coordinate track inspections, maintenance, and repairs.

4.1.10 COMMUNITY RELATIONS: Represents the V&T RAILWAY COMMISSION at various meetings and events.

4.1.11 STAKEHOLDER MANAGEMENT AND PUBLIC RELATIONS: Maintain a working and professional relationship with V&T RAILWAY COMMISSION and local officials. Maintain good relationships with tourism partners at the local, state and national levels.

4.1.12 REQUIRED REPORTING: Coordinate and submit state and federal reports as required.

4.1.13 GRANTS: Seek out and apply for any grants for which the V&T RAILWAY COMMISSION may be an eligible recipient, and which would be beneficial to the operations of the V&T RAILWAY COMMISSION. Maintain accurate records and comply with all guidelines and requirements of any grants awarded to the V&T RAILWAY COMMISSION.

5. **DURATION OF SERVICE**

The resulting contract(s) from this RFP shall be for an initial contract term effective upon approval by the V&T RAILWAY COMMISSION, anticipated to be April 29, 2021, through June 30, 2022. The contract(s) will include three (3) one-year options for renewal. Options will be exercised only if agreed upon by both parties and in the best interests of the V&T RAILWAY COMMISSION. Either party may terminate the contract(s) with 30 days-notice to the other party.

6. **SUBMITTAL INSTRUCTIONS**

6.1 A copy of this RFP may be requested from the V&T RAILWAY COMMISSION Chair at the address below, electronically at dpeterson@visitcarsoncity.com or by telephone at 775-283-7681.

6.2 All proposals must be **received** by the V&T RAILWAY COMMISSION no later than 2:00 p.m., April 16, 2021. Submit proposal in a **sealed envelope**, labeled **Submittal for RFP V&T RAILWAY COMMISSION 2021-001** to one of the following:

Mail/Delivery To:

Nevada Commission
for the Reconstruction of the V&T Railway
Attn.: David Peterson, Chair
716 N. Carson St., Suite 100
Carson City, NV 89701

In-Person To:

Nevada Commission
for the Reconstruction of the V&T Railway
Attn.: David Peterson, Chair
716 N. Carson St., Suite 100
Carson City, NV 89701

- 6.3 Submissions must include a master copy (so marked) of the Proposal and one electronic copy (Adobe Acrobat format) saved onto a PC readable medium (flash drive), to include a title page showing the RFP subject; the firm's name, address, telephone number and email address of a contact person. The Proposal must be received on or before the date and time set forth in Section 6.2 of this RFP. Proposals shall be clear, straightforward, and not exceed 30 single-sided pages or 15 double-sided pages in length not including company brochures. Company brochures may be provided.

Final Date for Submittal of Questions: Questions regarding this RFP will be accepted through 12:00 p.m. on Monday, April 5, 2021. Questions shall be submitted in a letter format in writing via e-mail or mail to:

Nevada Commission for the Reconstruction of the V&T Railway
c/o David Peterson, Chair
716 N. Carson St., Suite 100, Carson City, NV 89701
e-mail: dpeterson@visitcarsoncity.com
775-283-7681

- 6.4 **LATE PROPOSALS WILL NOT BE ACCEPTED.** Prospective proposers are responsible for ensuring their proposals arrive on or before the designated time and date to the address provided in Section 6.2.
- 6.5 All questions in the questionnaire must be completed. All requested documents must be provided.

7. EVALUATION AND AWARD PROCESS

- 7.1 The V&T RAILWAY COMMISSION shall use its best judgment in conducting a comparative assessment of the proposals.
- 7.2 The V&T RAILWAY COMMISSION shall select a finalist which possess the ability to service the V&T RAILWAY COMMISSION's needs based on the recommendation of the Selection Committee.
- 7.3 Notifications will be sent to all persons submitting proposals after the contract(s) have been awarded by the V&T RAILWAY COMMISSION.
- 7.4 The V&T RAILWAY COMMISSION reserves the right to terminate the contract(s) with at least 30 days prior written notice, or to terminate with cause at any time.
- 7.5 No oral explanation regarding the meaning of the specifications will be made, and no oral interpretation will be given before the award of the contract(s). If any person contemplating submitting a bid for the contract(s) is in doubt as to the true meaning of any part of the specifications or any other proposed contract documents, the person may submit to the V&T RAILWAY COMMISSION a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addendum duly issued or delivered to each person receiving a set of such documents. The V&T RAILWAY COMMISSION will not be responsible for any other explanation or interpretations of the proposed documents.
- 7.6 The V&T RAILWAY COMMISSION reserves the right to reject all bids and to waive any informality in bids.

RECOMMENDATION FOR AWARD will be made based on the evaluation results of the Selection Committee.

FINAL SELECTION will be made by the V&T RAILWAY COMMISSION anticipated to be April 29, 2021. Should it become necessary to reschedule the date set for award, notice will be provided to those finalists selected. In all instances, a decision rendered by the V&T RAILWAY COMMISSION shall be deemed final.

Anticipated Schedule:

| | |
|--|---------------------------|
| Release RFP | March 26, 2020 |
| Submittal of Questions | April 5, 2021 by 12:00 pm |
| Response to Questions | April 6, 2021 by 5:00 pm |
| RFP Submittal Deadline | April 16, 2021 by 2:00 pm |
| Firms Notified of Short List | April 22, 2021 |
| Short List Presentations/Interviews | April 29, 2021 |
| V&T RAILWAY COMMISSION Issues Contract | May14, 2021 |

8. RFP REQUIREMENTS

- 8.1 Respondents should submit any information which documents successful and reliable experience in past performance like those of the requirements of this proposal.
- 8.2 Respondents must have experience working with Boards and/or Commissions.
- 8.3 Respondents must have directly related experience with managing an attraction.

9. REQUIRED INFORMATION

The factors listed in this section will weigh heavily into the V&T RAILWAY COMMISSION’s decision-making process on this RFP. These evaluation requirements are minimum requirements.

- 9.1 A Statement of Project Understanding
 - a. Demonstrate the knowledge, skills and abilities to perform the specifications of the RFP.
- 9.2 Project Approach
 - a. Proposal is organized and responsive to all requirements of the RFP, and proposer exhibits competence regarding the proposed scope. Proposer exhibits insightful approach to the scope of work.
- 9.3 Key Personnel Information:
 - a. Key staff or individual information (no more than one-page resume per member).
 - b. Relevant experience and abilities.
 - c. Demonstrated commitment and availability to the program.
 - d. Accessibility to V&T RAILWAY COMMISSION members, contracted vendors and tourism industry partners.

9.4 Project Experience

- a. An example of managing an attraction.
- b. An example of working with a board or commission.

All examples should include a brief project overview, budget and location.

- c. A minimum of 3 professional references and associated contact information.

10. EVALUATION CRITERIA:

Having determined that a proposal meets the basic requirements, the Selection Committee will then evaluate it with respect to each of the following elements (a total of 100 points possible):

10.1 Qualifications (Maximum 40 points). The Selection Committee will consider:

- length of time in business,
- past performances,
- apparent capabilities to perform well in the execution of its obligations under a contract as evidenced by an individual or a corporation's or firm's leadership and management personnel,
- size of organization,
- project manager,
- support staff, and
- any other pertinent information submitted by the proposer.

10.2 Staffing (Maximum 10 points). The Selection Committee will consider the staffing method of providing coverage proposed in the response, including for corporations the different levels of staff proposed. The Selection Committee will also consider the level of capabilities of the individual or personnel and their ability to communicate effectively and timely.

10.3 Technical (Maximum 30 points). The Selection Committee will review the proposal for its completeness and evaluate how the proposer will approach the task of initiating and fully implementing its program. The demonstration of assurance of performance as to quality and efficiency will be weighted when scoring.

10.4 Cost Proposal (Maximum 20 points). The cost proposal for full performance in meeting the requirements of the RFP will be of major consideration under this category. The Selection Committee may also refer to the line item information that has been provided.

10.5 In-Person Presentation Evaluation Criteria (a total of 100 points possible):

- a) Did the presenting person prove expertise in managing an attraction? (Maximum 25 points)
- b) Did the presenting person demonstrate skill in strategic planning? (Maximum 15 points)
- c) Did the presenting person adequately convey commitment to gaining an in-depth knowledge of the V&T RAILWAY COMMISSION operations? (Maximum 15 points)

- d) How well did the presenting person address evaluators' questions? (Maximum 10 points)
- e) Did the presenting person show enthusiasm for the V&T RAILWAY COMMISSION operations and a high level of commitment to collaborating with its government and tourism industry partners? (Maximum 20 points)
- f) Did the presenting person demonstrate experience working within the tourism industry, or a destination marketing organization (DMO) with multiple stakeholders? (Maximum 15 points)

11. OBJECTION BY UNSUCCESSFUL PROPOSER:

- 11.1 Any unsuccessful proposer may file an objection to the V&T RAILWAY COMMISSION regarding the selection made by the Selection Committee by following the procedure outlined in paragraph below. Information on the results of the Selection Committee's aggregate evaluation may be obtained upon request and will be emailed to each respondent.
- 11.2 Any objection shall be written and submitted to the V&T RAILWAY COMMISSION Board of Directors c/o Nevada Commission for the Reconstruction of the V&T Railway at the address identified in Section 6.3 within five (5) calendar days after a recommendation to award a contract has been posted to the V&T RAILWAY COMMISSION Website. The V&T RAILWAY COMMISSION Selection Committee will stay any award actions until after the V&T RAILWAY COMMISSION Selection Committee has responded in writing to the protest. If the appellant is not satisfied with the response, appellant may then protest to the V&T RAILWAY COMMISSION Board of Directors, who will render a final decision. No protests will be heard by the V&T RAILWAY COMMISSION unless the proposer has followed the appeal process. The V&T RAILWAY COMMISSION is not liable for any costs, expenses, attorney's fees, and loss of income or other damages sustained by the appellant in the process.

12. LIST OF REQUIRED DOCUMENTS

- 12.1 Nevada Business License
- 12.2 Proof of Insurance Coverage
- 12.3 Organizational chart, if the proposer is a company or firm
- 12.4 Resume Form: Complete a resume form, including, for corporations or firms, one form for each person employed by or contracted with your company or firm which will assist with the completion of the scope of work for this RFP.
- 12.5 Questionnaire Response: Provide a detailed narrative for each of the questions within the questionnaire. Responses must be formatted in a size 12 font. The responses to each question should be clearly labeled in accordance with the question which the narrative addresses. (See ATTACHMENT 12.5.1 QUESTIONNAIRE)

13. COST PROPOSAL

13.1 The cost proposal shall not be marked “confidential”. Only information that is deemed proprietary per NRS 333.020(5)(a) may be marked as “confidential”.

13.2 Proposers shall provide one (1) PDF Cost Proposal file that includes the following:

a.) Section I – Title Page with the following information:

RFP 2021-001Admin/Operations Coordinator
Proposers Name, Address, Contact Information

b.) Section II – Cost Proposal

The proposer’s cost proposal response shall be included in this section.

14. WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn at any time upon written notice to the V&T RAILWAY COMMISSION.

15. 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 of data submitted with this proposal will not be returned.

16. CONTRACT TERMINATION:

The V&T RAILWAY COMMISSION reserves the right to terminate the contract if the Consultant does not perform as required by the terms of the contract. Reasons for termination may include, but are not limited, to the following:

16.1 Failure to provide sufficient personnel as identified in the response to the RFP.

16.2 Failure to provide the key personnel as identified in the response to the RFP.

16.3 Substitution of key personnel without prior approval of the V&T RAILWAY COMMISSION.

17. INSURANCE REQUIREMENTS/HOLD HARMLESS CLAUSE:

Proposer’s attention is directed to the insurance requirements as delineated in Exhibit A. It is highly recommended that proposers confer with their insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided herein. If a proposer fails to comply strictly with the insurance requirements, the proposal may be disqualified.

18. FUNDING OUT CLAUSE:

Proposers shall be aware that any contract(s) resulting from this RFP shall be subject to cancellation without penalty in the event that V&T RAILWAY COMMISSION's funding authority fails to obligate funds requisite for its continued operations.

19. STATUS OF SUCCESSFUL PROPOSERS:

The successful proposer will be an "Independent Contractor" and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the V&T RAILWAY COMMISSION.

20. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:

Successful proposer shall always be in compliance with immigration and naturalization laws regarding the eligibility of their employees or subcontractors to work in the United States.

21. OPEN MEETING LAW:

Proposers shall be aware that NRS Chapter 241 provides that public business shall be conducted in an open meeting. Any resultant award may be defended against any challenge by the Carson City District Attorney's Office.

22. ATTACHMENTS:

RFP 2021-001 ATTACHMENT 12.5.1 QUESTIONNAIRE

Exhibit A: Sample Contract

END OF DOCUMENT

RFP 2021-001 ATTACHMENT 12.5.1

QUESTIONNAIRE

Provide a detailed narrative for each question on the questionnaire below.

Note: Information contained in the bid process is public information after the V&T RAILWAY COMMISSION review process is completed.

1. General Information

- a. Name, or name of company or firm
- b. Address
- c. Phone Numbers
- d. Owner, if a company or firm
- e. Contact Person
- f. If a company or firm, is the company or firm a subsidiary of a larger agency or associated with another agency? If yes, state the parent company and provide additional information about the parent company.
- g. Nevada Business ID (provide a copy of your Nevada Business License)

2. Insurance Information

- a. Insurance Carrier
- b. Coverage Summary
- c. Coverage Limits (provide proof of insurance)

3. Organizational Information (if a company or firm)

- a. Organizational Structure (i.e. Sole Proprietor, LLC, etc.)
- b. Organizational Chart (provide this within the required documents section)
- c. Provide a list of all employees/Contractors employed by your company or firm which are proposed to be assigned to service this Contract. Complete the attached resume form for each staff listed here and place in the required documents section.

4. Technical Knowledge

- a. What knowledge does the proposer possess regarding the V&T RAILWAY COMMISSION operations?
- b. What knowledge does the proposer possess regarding managing an attraction?

5. Technical Abilities

- a. What abilities does the proposer possess to be able to manage, organize, and coordinate an attraction?
- b. What abilities does the proposer possess to be able to perform responsible administrative work in a high-profile position dealing with topics under intense public and media scrutiny and respond appropriately as situations change?
- e. What abilities does the proposer possess to be able to develop, create, plan, schedule, and organize an attraction and events?
- f. What abilities does the proposer possess to be able to manage an attraction?

6. Preferred Qualifications

- a. Demonstrated passion for growing ridership, ticket sales and/or attendance of an attraction.

| |
|-------|
| CETS# |
| RFP# |

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada
Acting by and Through its

| | |
|------------------------|--|
| Agency Name: | |
| Address: | |
| City, State, Zip Code: | |
| Contact: | |
| Phone: | |
| Fax: | |
| Email: | |

| | |
|------------------------|--|
| Contractor Name: | |
| Address: | |
| City, State, Zip Code: | |
| Contact: | |
| Phone: | |
| Fax: | |
| Email: | |

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
 - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
 - B. "Contracting Agency" – means the State agency identified above.
 - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
 - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
 - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
 - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

| |
|-------|
| CETS# |
| RFP# |

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

| | | | |
|-----------------|------|-----|------|
| Effective from: | Date | To: | Date |
|-----------------|------|-----|------|

4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.

5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

| | |
|----------------|--|
| ATTACHMENT AA: | SCOPE OF WORK, DELIVERABLES, PAYMENT SCHEDULE, and NEGOTIATED POINTS (if needed) |
| ATTACHMENT BB: | INSURANCE SCHEDULE |
| ATTACHMENT CC: | STATE SOLICITATION # and AMENDMENTS # |
| ATTACHMENT DD: | VENDOR PROPOSAL |

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

| | |
|----|-----|
| \$ | per |
|----|-----|

| | |
|--|--|
| Total Contract or installments payable at: | |
|--|--|

| | |
|-------------------------------|----|
| Total Contract Not to Exceed: | \$ |
|-------------------------------|----|

The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

9. **INSPECTION & AUDIT.**

| |
|-------|
| CETS# |
| RFP# |

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.
- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
 - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
 - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
 - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

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- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
 - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
 - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
 - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of

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Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
- 1) Final acceptance by the State of the completion of this Contract; or
 - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence, unless otherwise approved by the Risk Management Division.

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- 5) Policy Cancellation: Except for ten (10) days notice for non-payment of premiums, each insurance policy shall be endorsed to state that without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and/or limits reduced or materially altered, and shall provide that notices required by this Section shall be sent by certified mail to the address shown on page one (1) of this contract.
- 6) Approved Insurer: Each insurance policy shall be:
- Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
 - Currently rated by A.M. Best as "A-VII" or better.

C. Evidence of Insurance.

Prior to the start of any work, Contractor must provide the following documents to the contracting State agency:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor. The certificate must name the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 as the certificate holder. The certificate should be signed by a person authorized by the insurer to bind coverage on its behalf. The State project/Contract number; description and Contract effective dates shall be noted on the certificate, and upon renewal of the policies listed, Contractor shall furnish the State with replacement certificates as described within *Section 16A, Insurance Coverage*.

Mail all required insurance documents to the State Contracting Agency identified on Page one of the Contract.

- 2) Additional Insured Endorsement: An Additional Insured Endorsement (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured per *Section 16B, General Requirements*.
- 3) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the underlying Schedule from the Umbrella or Excess insurance policy may be required.
- 4) Review and Approval: Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its subcontractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

17. **COMPLIANCE WITH LEGAL OBLIGATIONS**. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor shall provide proof of its compliance upon request of the Contracting Agency. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.
18. **WAIVER OF BREACH**. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

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19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract (“State Materials”) shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a “trade secret” or “confidential” in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
- A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
 - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- A. Any federal, state, county or local agency, legislature, commission, council or board;
 - B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.

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26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by

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the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

| | | |
|------------------------------------|-------|--------------------------------|
| _____ | _____ | _____ |
| Independent Contractor's Signature | Date | Independent Contractor's Title |

| | | |
|--------------------------------------|-------|-------|
| _____ | _____ | _____ |
| State of Nevada Authorized Signature | Date | Title |

| | | |
|--------------------------------------|-------|-------|
| _____ | _____ | _____ |
| State of Nevada Authorized Signature | Date | Title |

| | | |
|--------------------------------------|-------|-------|
| _____ | _____ | _____ |
| State of Nevada Authorized Signature | Date | Title |

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

NEVADA COMMISSION FOR THE RECONSTRUCTION
OF THE V&T RAILROAD
RFP 2021-001 ADMIN/OPERATIONS COORDINATOR
TECHNICAL PROPOSAL

Atypical



ATYPICAL CONSULTING AND EVENTS

18124 WEDGE PKWY #156

RENO, NV 89511

(949) 292-8803

TEAM@A-TYPICAL.COM

Hello!

THANK YOU FOR TAKING THIS JOURNEY WITH US



When I decided to start my own company over 5 years ago, my initial goal was simple – to plan fundraisers. Little did I know that through twists and turns and a global pandemic, I would become much more than an event planner.

At Atypical, we strive to become a part of the team and work alongside our clients. While we have years of experience and methods behind us, we appreciate efficiency and strive for excellence. We listen before acting. We strategize before speaking. We work *with* our clients.

Yes, we are event planners, but we're also fundraising specialists. We're marketing experts. We're graphic designers. We're writers. We're number crunchers. We're public speakers. We're errand runners. We lean on our experience and learn as we go.

As I laid out the questions of this proposal and started my responses, I thought of all the time and years I've been connected to the V&T Railroad – even trains as a whole. You see, I grew up with a shared interest of trains with my father. From the train museum in Perris, CA, to stories of Walt Disney and his vision of a magical place circled by a diesel train, to going to see Thomas each year with my son, these massive machines have always left me curious.

The truth is that when writing proposals, the answers are calculated and logical. Determining the personality of your potential partner is something that you must find by reading between the lines. Let me try to expedite the process. Through my Orange County upbringing, my Bible-belt education, my New York City career adventures and now my Nevada homestead (goats included), I've become this straight-shooter, no excuses, say-it-like-it-is but with a smile, big words and possibly a "y'all" kind of gal.

It would be an honor to be part of the V&T team. I truly believe the skills of our team coupled with one of Nevada's treasures will surely produce big things.

Sincerely,

TITLE PAGE

RFP SUBJECT

**Nevada Commission for the Reconstruction
of the V&T Railroad
Request for Proposal
2021-001 Admin/Operations Coordinator
Technical Proposal**

FIRM'S NAME

Atypical Consulting and Events

ADDRESS

**18124 Wedge Pkwy #156
Reno, NV 89511**

TELEPHONE NUMBER

(949) 292-8803

EMAIL

team@a-typical.com



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Attachment: Company Brochures



10. EVALUATION CRITERIA

Tracking to Your Evaluation

| | |
|---|---|
| Qualifications (Maximum 40 points) | |
| Length of time in business | 6 Years in Oct. 2021 |
| Past performances | Pages 12; 26-30 |
| Apparent capabilities | Pages 5-9; 26-30 |
| Size of organization | 3 Plus volunteer and community partners |
| Project manager | Allyson Bolton, bio page |
| Support staff | Lauren Soulam & Sara Enos, bios page |
| Any other pertinent information | Pages 32-34 |
| Staffing (Maximum 10 points) | Pages 10-12; 18-21 |
| Technical (Maximum 30 points) | Pages 26-30 |
| Cost Proposal (Maximum 20 points) | See attached Cost Proposal |
| In-Person Presentation | To be conducted April 29 |



9. REQUIRED INFORMATION

9.1 A Statement of Project Understanding

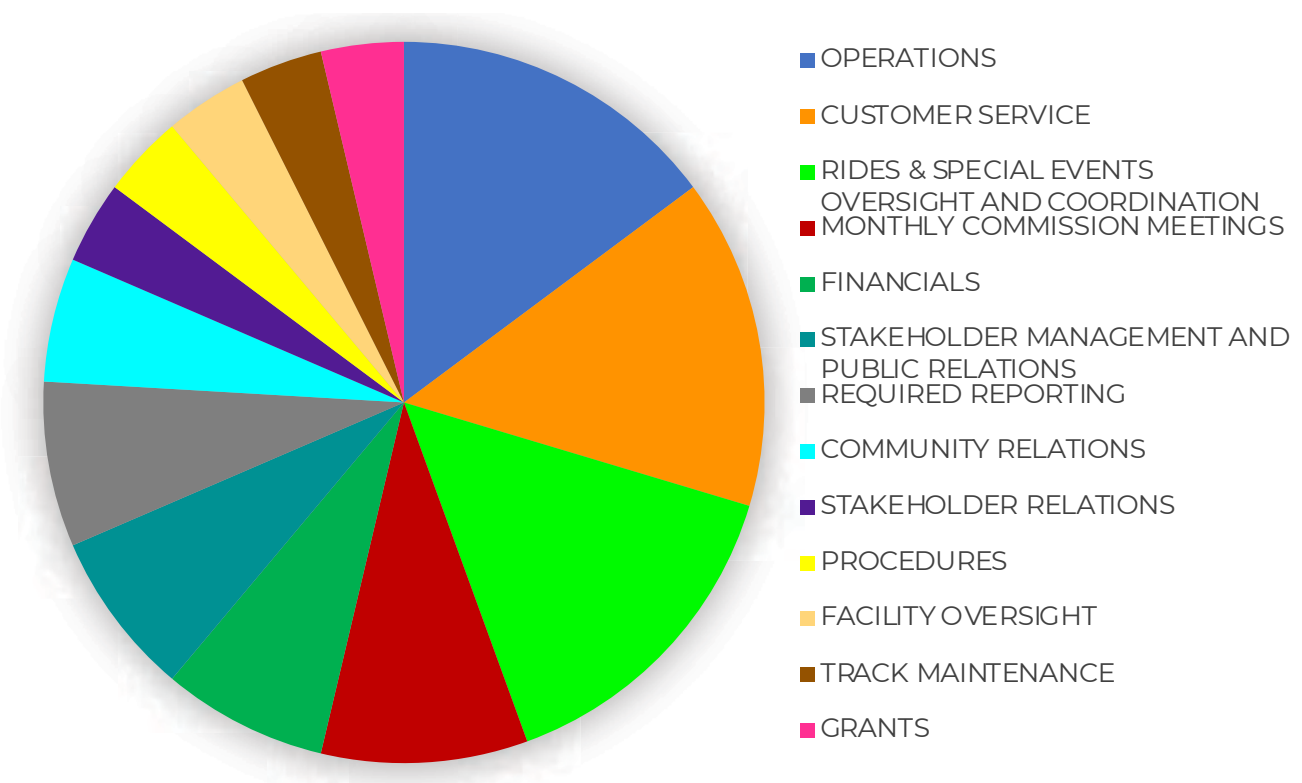
a. Demonstrate the knowledge, skills and abilities to perform the specifications of the RFP.

See sections 9.2 and 12.5.1

9.2 Project Approach

a. Proposal is organized and responsive to all requirements of the RFP, and proposer exhibits competence regarding the proposed scope. Proposer exhibits insightful approach to the scope of work.

SCOPE OF WORK



9.2.a

We have a saying at Atypical – “experts hire experts.” While we would love to say that we’re masters at both writing 30-page proposals and diagnosing a broken diesel train while smiling for the local news and replacing an empty toilet paper roll... we’re simply not. We are, however, extremely resourceful and organized and can attack most problem-solving scenarios without showing any potential panic. Maybe it’s the “Big-City” training, maybe it’s the mom genes or maybe it’s our nature... we generally stay above water, and we’re usually cruising on a luxury liner. Our trick? Don’t pretend to know if you don’t know. Hit the pause button and find the right person then proceed. It’s a simple formula. A formula that has proved effective time and time again.



When reviewing the scope of work proposed for this position, it appeared that some areas were inherently linked to the commission functions while others were connected to actual train and depot functions. While we do believe this position can effectively act as a “middle-man” between commission and operations, we also believe that the time allocated to each area can speak to different expertise skills. The graph on the previous page (*page 5*) shows our approach to the time allocation of the proposed scope of work and is further outlined in the cost proposal attachment. This is our recommendation on how to best use our skills and time as well as utilizing partners that the V&T Commission already maintains. We see that there are so many positive features of the V&T, but is really needing a team to create cohesion, communication and affirmation that all the pieces are working *together* – not in silos.

Additionally, we’ve addressed each scope of work area over the next few pages and scored ourselves 1-5, with 5 being the expert skill level. We’re an extremely transparent team so rather than you reading between the lines, we’re just laying it out for you. Please note, you won’t find a score of 5 on any area because we also believe there is always room for improvement and growth.

OPERATIONS

Score 3

Manage operational aspects of the Carson City Eastgate Depot, including scheduling seasonal utility services and purchasing depot supplies.

We see this as an area where we can assist in making sure all the boxes are checked, things are moving and the commission is in the loop. While there would be an obvious learning curve in understanding all the boxes, we also see this as an advantage to possibly discover more efficient ways to approach operations. We strongly believe that there’s value in following established procedures, but we also believe in the value of efficiency and the avoidance of stagnancy.



9.2

CUSTOMER SERVICE

Score 4

Answer incoming calls from customers, handle all customer questions and concerns.

This is one of the areas we really thrive. A customer, donor or rider's experience starts with that first phone call. The voice on the other line is crucial as it is so hard to change a first impression. As you'll learn with our upbeat and positive personalities, we always try to deliver information in a professional yet friendly way – even if it's bad news. Understanding nuances over the phone is not an easy feat, yet through all the planning and personalities we've encountered, we've become pretty good at it. Most of the time, it's really about listening.

RIDES & SPECIAL EVENTS OVERSIGHT AND COORDINATION

Score 4

Coordinate with contractor(s) on activities and special events. Invoice and collect compensation from contractors.

This is another area that excites us, and we hope can grow as we learn more and more about the operations of the train. Whether it's crunching numbers, compiling a timeline, fielding media or lugging trash to the closest dumpster... we do it all. To us, the train is more than just an attraction. The train is a culture, and we'll say it repeatedly... we want a following that asks "what is the train doing" for every season, holiday or special occasion. And we want to be a part of the team that helps get it there.

STAKEHOLDER RELATIONS

Score 4

Develop a comfortable and respectful working environment with all contractors and their personnel.

Whether it be through our work with boards, donors, media or in the minutia of event planning, relationship building is what essentially grew our own business. By working with and representing our clients in a professional and positive manner, we built our own reputation alongside successful events and campaigns. Positive relationships drive positive outcomes, and we are excited to represent the V&T Railway Commission in both day-to-day operations as well as with tourism partners at the local, state and national levels.

FINANCIALS

Score 3

Approve and process invoices under \$5,000, perform bank deposits, prepare bank statement reconciliations in a format prescribed by the V&T RAILWAY COMMISSION, and prepare invoices over \$5,000 for submission to the V&T RAILWAY COMMISSION for review and approval. Meet monthly with V&T Treasurer and assist with the development of fiscal year budgets. Assist with preparation for any audit of the V&T RAILWAY COMMISSION and coordinate with auditors to obtain any required documentation.

With most of our clients falling into the nonprofit category, we've become more and more efficient in numbers and grown quite accustomed to documenting our steps. Through both fundraising and event planning (not to mention running a business), we handle everything from the planning, budgeting and estimating phases to approvals, invoicing and receipts. We know there's an audit at the end of the track, so we try our best to prepare on the front end to alleviate stress on the back end.



9 . 2

PROCEDURES

Score 4

Maintain and update policies and procedures and ensure internal controls. Communicate regularly with V&T Chairman. Work with V&T Chairman and Attorney on any legal matters related to the V&T RAILWAY COMMISSION.

One of our first line items when we join the team will be to establish our processes and procedures. We want to know what has worked, what hasn't worked and how we can be more efficient with open lines of communication. While we have our own systems of internal controls and organization, we believe working as a team is where the V&T will ultimately succeed. Additionally, we're very quick to pick up the phone if clarity is needed or take direction when suggested.

MONTHLY COMMISSION MEETINGS

Score 4

Plan, coordinate, and facilitate meetings in accordance with open meeting law requirements. Prepare and submit a monthly report on all matters relevant to the V&T RAILWAY COMMISSION, including any grants applied for or awarded to the V&T RAILWAY COMMISSION, as well as on contracts, leases or agreements.

"Plan" is our favorite four-letter word. Our team is not only capable of planning and facilitating meetings, but we excel at it. We know the most successful meetings have a series of meetings, emails and phone calls beneath it... because no one loves a surprise during open meeting law requirements.

FACILITY OVERSIGHT

Score 2

Coordinate facilities and parking lot maintenance and repairs.

This is a "call the expert" category. We can't honestly say we know how to repair a parking lot, but we do know how to pick up the phone and schedule the expert – whether it be part a maintenance schedule we are following or an immediate need.

TRACK MAINTENANCE

Score 2

Coordinate track inspections, maintenance, and repairs.

This is another "call the expert" category. We can surely maintain schedules for inspections and maintenance, but we would rely on our partners and experts to recognize if additional track maintenance is needed.

COMMUNITY RELATIONS

Score 4

Represents the V&T RAILWAY COMMISSION at various meetings and events.

Our team has a long track record of not only attending events on behalf of our clients but also planning them with a smile. Our team is willing, able and available to represent the V&T Railway Commission at various meetings and events.

STAKEHOLDER MANAGEMENT AND PUBLIC RELATIONS

Score 4

Maintain a working and professional relationship with V&T RAILWAY COMMISSION and local officials. Maintain good relationships with tourism partners at the local, state and national levels.

See "Stakeholder Relations," page 7



9 . 2

REQUIRED REPORTING

Score 3

Coordinate and submit state and federal reports as required.

With every industry comes reporting, but not all reporting is created equal. Our unique team maintains the abilities to turn out exciting, graphic and entertaining reports and updates alongside numbers-driven, format-hungry state and federal requirements.

GRANTS

Score 4

Seek out and apply for any grants for which the V&T RAILWAY COMMISSION may be an eligible recipient, and which would be beneficial to the operations of the V&T RAILWAY COMMISSION. Maintain accurate records and comply with all guidelines and requirements of any grants awarded to the V&T RAILWAY COMMISSION.

Our in-house grant writer, Lauren, has raised millions of dollars in federal, state, corporate and private grant funds for agencies in northern Nevada. She has secured and managed funding from the region's most prominent private foundations, as well as from the U.S. Department of Agriculture, U.S. Department of Education, U.S. Office of Juvenile Programs, U.S. Department of Health & Human Services, Nevada Office of the Attorney General and Nevada Department of Health & Human Services. She has also led grant writing efforts for three multi-million-dollar capital campaigns, securing upwards of \$20 million in grant funding for renovations and new construction projects.

The low hanging fruit in this category are the various NCOT grants we can apply; however, our team would encourage investigating additional federal and private grants for continued restoration of the V&T. Examples of some of these grants are:

- National Historic Landmarks Grants
- Save America's Treasures Grant
- National Railway Historic Preservation Fund
- The Great American Stations National Trust Preservation Fund

(501(c)3 and/or additional vetting would be required before application)



9.3 Key Personnel Information

a. Key staff or individual information (no more than one-page resume per member)

See pages 19-21 for team resumes

b. Relevant experience and abilities.

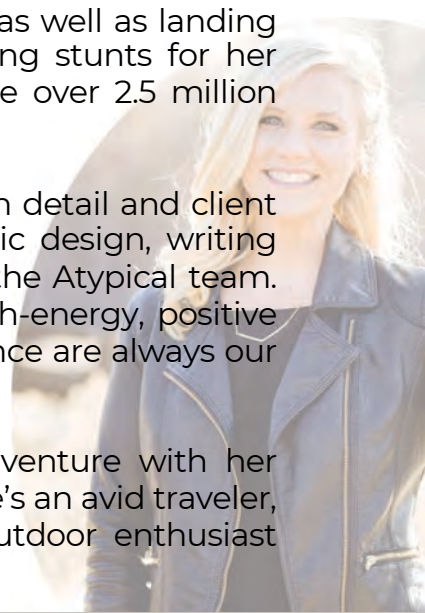


ALLYSON BOLTON, President

Allyson Bolton, owner and founder of Atypical Consulting and Events, arrived in Reno with a strong New York public relations agency background and continued to work in tourism public relations in Nevada. A few years later, she started her events career as the Events Director of the Boys & Girls Club of Truckee Meadows in Reno, NV. From golf tournaments to live auctions, Allyson has helped raise over one million dollars in one night. Finding an itch to do more and passion for non-profits, she founded Atypical as a way of utilizing all her skillsets. In the last 5 years, Allyson has planned and produced well over 50 events including non-profit, corporate and social events for lifestyle clients, corporations, nonprofits and yes, brides. Her portfolio ranges from strategic and logistical planning to media relations and reputation management and beyond. Her career has landed her clients in the pages of *Food & Wine* and *Travel & Leisure* as well as landing herself on the streets of New York City conducting marketing stunts for her clients. Through her work with Atypical, she has helped raise over 2.5 million dollars for Northern Nevada nonprofits.

Allyson has a “think big” attitude while maintaining a focus on detail and client service. Her diverse background in film, photography, graphic design, writing and client communication brings an extra level of service to the Atypical team. Her team hails from various industries but all maintain a high-energy, positive approach to each project. Client service and attendee experience are always our priority.

Outside the office, you'll find Allyson planning her next adventure with her husband, 2 sons and 2 dogs... she leaves the goats at home. She's an avid traveler, runner, lover of wine and coffee and attempts to be an outdoor enthusiast despite her Orange County upbringing.



9.3

b. Relevant experience and abilities. (cont'd)

Lauren Soulam , Grants Coordinator

Over the past 16 years, Lauren Soulam has raised millions of dollars in federal, state, corporate and private grant funds for agencies in northern Nevada. She has secured and managed funding from the region's most prominent private foundations, as well as from the U.S. Department of Agriculture, U.S. Department of Education, U.S. Office of Juvenile Programs, U.S. Department of Health & Human Services, Nevada Office of the Attorney General and Nevada Department of Health & Human Services. She has also led grant writing efforts for three multi-million-dollar capital campaigns, securing upwards of \$20 million in grant funding for renovations and new construction projects.

Her grant writing journey began at a small consulting firm, where she worked with local and national faith-based clients. During her four years at the firm, she honed her grant writing skills while raising \$875,000 for clients through federal and private grant sources. She then took the reigns as Grants Director at a large Reno nonprofit, where she nearly doubled annual grant funding, from \$1.1 million to \$3.2 million, during a decade at the organization.

Lauren now works in local government, where she manages approximately \$3.5 million in annual grant funds in support of social service programs. Beyond her 8 to 5 job, Lauren enjoys working with nonprofits and other agencies to raise funds for a wide variety of community projects.

In her free time, Lauren serves at her local church, teaching and mentoring middle school and high school students. She attempts to be a musician (drums and mandolin), and she loves spending time with family, especially her two adorable nephews.

Sara Enos , Project Coordinator

Sara is an almost native Nevadan having grown up in Winnemucca, Nevada before attending college at the University of Nevada, Reno. With strong roots in the community, Sara is passionate about helping Atypical's diverse clientele succeed so they may continue helping our community in various ways.

Sara graduated from the University of Nevada, Reno with a B.A. in English and a minor in education. After a few years of teaching, Sara worked in the non-profit world before trying her hand as a volunteer and paid staffer on political campaigns. For several years, she produced a statewide political television show that encompassed a multitude of guests and topics.

While growing up in rural Nevada, Sara enjoyed working in construction, firefighting, waitressing, photography and mining. With a wide range of experiences, she is great at relating to people and handling all kinds of situations.

If Sara could choose how to spend her free time, it would be on a beach with a drink and a good book. However, she settles for enjoying time with her husband, two children, and three dogs...usually not on beach.



9.3 Key Personnel Information

c. Demonstrated commitment and availability to the program.

Our hope is this proposal will demonstrate our commitment to this program. Additionally, our current client load and staffing allows us to be available for this program. Should the scope of work or hours expand, we are able to hire additional staff to ensure that all areas within the scope of work are met to our highest capabilities and standards.

d. Accessibility to V&T RAILWAY COMMISSION members, contracted vendors and tourism industry partners.

Atypical Consulting and Events does not currently retain any clients in conflict or competition to V&T Railway Commission. We are fully accessible to V&T Railway Commission, contracted vendors and tourism industry partners.

9.4 Project Experience

All examples should include a brief project overview, budget and location.

a. An example of managing an attraction.

Project Name: Classical Tahoe Annual Gala

Budget: Estimated \$50,000 expenses; \$250,000 net revenue

Location: Incline Village, NV

Overview:

Classical Tahoe is a nonprofit arts and music organization based in Incline Village, Nevada, located on the shores of beautiful Lake Tahoe. Each summer the organization brings together a group of world-renowned musicians from all over the world to perform an 11-concert series over two weeks, all with the mission of enriching the cultural, education and economic vitality of Lake Tahoe. In order to fund this expansive music festival, Classical Tahoe secures the services of Atypical Consulting and Events for the last 5 years to plan and execute a gala with the goal of raising \$200,000 toward operating costs. Classical Tahoe relies heavily on the Summer Gala to raise the funds necessary to execute the annual festival.

The annual Classical Tahoe Summer Gala is an intimate and upscale event with a ticket price of \$300 per person. The evening includes cocktails, menu tasting from a local “celebrity chef” and entertainment. The event also includes a silent auction, a high-end silent auction, buy-in packages, a live auction and a Fund-A-Need. Atypical works directly with Classical Tahoe board and staff to ensure the communication surrounding the event is obviously an “ask for money,” thereby setting up the guests so they knew the event was meant to be a benefit.

The Classical Tahoe Summer Gala seeks to attract a narrow target audience including wealthy residents of North Lake Tahoe who align with Classical Tahoe’s mission of enriching the area’s cultural and economic vitality. The audience is equally male and female as most guests attend as a couple. Ages range from young professionals to affluent Incline residents and guests to the region. While guests appreciate Classical Tahoe’s mission, guests to the gala generally don’t attend the festival meaning we are challenged to create an exciting event that showcases Classical Tahoe in an interesting way.



9.4

a. (continued)

The event venue was previously determined to be at a private estate on the shores of Lake Tahoe. Bringing an intimate, upscale event to a private residence presents a unique set of challenges, as everything needs to be brought in to support the event. From chairs and tables to lighting and restrooms, Atypical handles making sure all the perks of an upscale event are present in what is normally just a beautiful lawn, garden and beach.

Atypical works directly with Classical Tahoe board members and staff to plan and execute the Summer Gala from start to finish. Planning begins in January for the mid to late summer event. Atypical conducts all meetings, manages the budget, establishes and maintains the auction item donation database, manages ticket sales and allocations, coordinates with Classical Tahoe's marketing team, secures and coordinates all vendors (caterings, restrooms, musicians, rentals, valet, etc), manages venue layout and all the small details required to produce the annual event.

The Classical Tahoe Summer Gala sells out each year with an attendance of 200 guests at \$300 per seat. Since Atypical joined the team, net profits have increased by over 400%.

b. An example of working with a board or commission.

In addition to the example above, Atypical works or previously worked closely with the following boards:

- Boys & Girls Club of Truckee Meadows
- Nevada Humane Society
- Nevada Veterans Memorial Plaza
- Pet Network Humane Society
- Virginia City Tourism Commission
- Washoe Legal Services

We are very accustomed to board reports, presentations and negotiations.

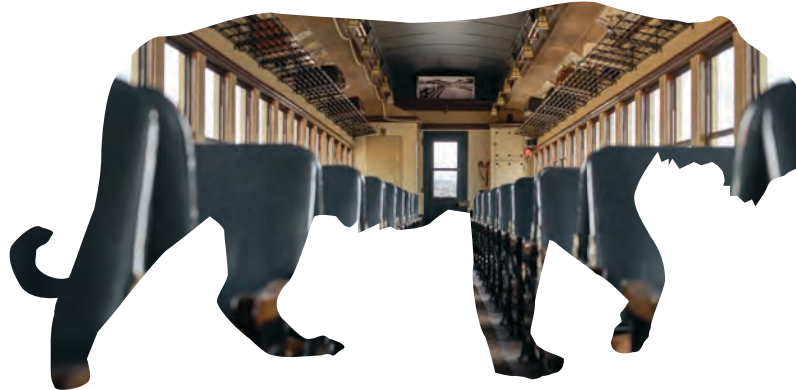


9 . 4

c. A minimum of 3 professional references and associated contact information.

R E F E R E N C E S

Everyone needs a dog to adore him, and a tiger to bring him back to reality.
-Unknown



Thomas Gray

Virginia & Truckee Railroad
thgvc@sbcglobal.net
775.750-6160

Maureen Haley

Visit Houston*
maureenallisonhaley@gmail.com
305.333.4207

Danie Rosa

Peppermill Reno
Former Nevada Humane Society Board
Member
775.846.3927
drosa@peppermillreno.com

David Taylor

Microsoft Reno
datayl@microsoft.com
775.848.7995

Kevin Melcher

Reno Rotary
kevin.melcher@gmail.com
775.397.7536

Natalie Parrish

Parasol Tahoe Community
Foundation
775.224.5607



**Allyson's former DCI supervisor*



12. REQUIRED DOCUMENTS

12.1 Nevada Business License

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

ATYPICAL CONSULTING AND EVENTS

Nevada Business Identification # NV20151599383

Expiration Date: 10/31/2021

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202010261171569

You may verify this certificate
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Great Seal of State, at my
office on 10/26/2020.

BARBARA K. CEGAVSKE
Secretary of State

12.2 Proof on Insurance Coverage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022 | CONTACT NAME: _____ |
| | PHONE (A/C No. Ext): (888) 202-3007 FAX (A/C No.): _____ E-MAIL ADDRESS: contact@hiscox.com |
| INSURED Atypical Consulting and Events 18124 Wedge Pkwy #156 Reno NV 89511 | INSURER(S) AFFORDING COVERAGE NAIC # |
| | INSURER A: Hiscox Insurance Company Inc 10200 |
| | INSURER B: _____ |
| | INSURER C: _____ |
| | INSURER D: _____ |
| | INSURER E: _____ INSURER F: _____ |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------|--|-----------|----------|--------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | | | UDC-1754470-CGL-20 | 05/21/2020 | 05/21/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$ |
| | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N | N/A | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|------------------------------------|---|
| CERTIFICATE HOLDER _____ | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |

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12.2 Proof on Insurance Coverage (cont'd)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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| PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022 | CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|---|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| INSURED Atypical Consulting and Events 18124 Wedge Pkwy #156 Reno NV 89511 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Hiscox Insurance Company Inc | 10200 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Hiscox Insurance Company Inc | 10200 | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
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| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | |
|-----------------------------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|-------------|--------|--------------------|----|----------------------------|----|-----------------------------|----|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$ | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | | | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below. | Y/N | N/A | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | PER STATUTE | OTH-ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| PER STATUTE | OTH-ER | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | | | |
| A | Professional Liability | | | UDC-1754470-EO-20 | 05/21/2020 | 05/21/2021 | Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000 | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|---------------------------|--|
| CERTIFICATE HOLDER | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---------------------------|--|

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12.3 Organizational Chart



12.4 Resume Form - Allyson Bolton

| Atypical | | Allyson Bolton | |
|--|---|------------------------------|-----|
| Name: | Allyson Bolton | | |
| Title: | President | # of Years in this position: | 5.5 |
| Brief Summary of Experience: | Oversees all company operations and activities in addition to lead planner, strategist and consultant to non-profit, corporate and social events and consulting clients. | | |
| # of Years with Firm: | 5.5 | | |
| RELEVANT PROFESSIONAL EXPERIENCE | | | |
| From: MM/DD/YYYY To: MM/DD/YYYY Name: Contact Name: Address, Phone Number, Email: Duties which would be relevant to their role in the contract: | 11/20/2011- 6/2/2013 – Full Time 08/26/2015 – 01/31/2020 – Consulting Only RAD Strategies Inc. Ronele Dotson 1400 S. Virginia Street, Suite A, Reno, NV 89502 (775) 323-6333, ronele@radstrategiesinc.com Assist with strategic planning for firm’s clients (both tourism and other) as well as business development. Responsible for public relations and media outreach, marketing strategy and implementation. | | |
| From: MM/DD/YYYY To: MM/DD/YYYY Name: Contact Name: Address, Phone Number, Email: Duties which would be relevant to their role in the contract: | 6/3/2013 – 08/15/2015 Boys & Girls Club of Truckee Meadows Mike Wurm 2680 East 9 th Street, Reno NV 89512 (775) 331-5437, mwurm@bgctm.org Managed all logistics, marketing, accounting and staff for all special events and fundraising at the Club. Raised \$1,000,000 in one evening at the annual Cioppino Feed. | | |
| From: MM/DD/YYYY To: MM/DD/YYYY Name: Contact Name: Address, Phone Number, Email: Duties which would be relevant to their role in the contract: | 4/12/2009 –11/16/2010 Development Counsellors International Karyl Leigh Barnes 215 Park Ave S, FL 14, New York, NY 10003 (212) 444-7123, karyl.barnes@aboutdci.com Managed day-to day national and international tourism accounts by handling all media activities and client key messages. | | |
| EDUCATION | | | |
| Institution name: | Baylor University | | |
| City, State: | Waco, Texas | | |
| Field of Study: | Major: Communications Specialist; Minor: Public Relations | | |
| Degree/Certificate | Bachelor of Arts | | |



12.4 Resume Form - Lauren Soulam

| Atypical | | Lauren Soulam | |
|-------------------------------------|--|------------------------------|--------------|
| Name: | Lauren Soulam | | |
| Title: | Grant Director | # of Years in this position: | New position |
| Brief Summary of Experience: | Sixteen years of grant writing and management experience for nonprofit, faith-based and local government agencies. Expertise in securing and managing federal, state, corporate and private grant funds. | | |
| # of Years with Firm: | New position. <i>Allyson & Lauren worked together from 2013 - 2015</i> | | |

RELEVANT PROFESSIONAL EXPERIENCE

| | |
|--|---|
| From: MM/DD/YYYY To: MM/DD/YYYY Name: Contact Name: Address, Phone Number, Email: Duties which would be relevant to their role in the contract: | 01/2020 - Present Washoe County Human Services Agency 350 S. Center Street, Reno NV 89501 <ul style="list-style-type: none"> • Member of three-person team responsible for managing and implementing all agency grant funding supporting child welfare, adult and senior programming county-wide. • Act as agency lead on a variety of grants totaling approximately \$3.5 million in annual funding. • Prepare grant applications; coordinate program reporting; manage and reconcile grant budgets; verify expense allowability; ensure fiscal and programmatic grant compliance. |
| From: MM/DD/YYYY To: MM/DD/YYYY Name: Contact Name: Address, Phone Number, Email: Duties which would be relevant to their role in the contract: | 08/2009 - 01/2020 Boys & Girls Club of Truckee Meadows 2680 East 9 th Street, Reno NV 89512 <ul style="list-style-type: none"> • Managed all organizational grant funding, nearly doubling annual grant revenue from \$1.1 million to \$3.2 million over ten years. • Secured and managed grants from U.S. Department of Agriculture, U.S. Office of Juvenile Programs, U.S. Department of Education and Nevada Department of Health & Human Services, along with many private and corporate funders. • Served as fiscal agent for \$500,000 grant from Nevada Office of the Attorney General, including managing five subrecipients. |
| From: MM/DD/YYYY To: MM/DD/YYYY Name: Contact Name: Address, Phone Number, Email: Duties which would be relevant to their role in the contract: | 06/2005 - 07/2009 Faith-Based Solutions Company no longer in business <ul style="list-style-type: none"> • Secured three-year, \$1.5 million federal grant for the company and an additional \$875,000 in funds for clients through grant writing and other fundraising activities. • Managed client accounts nationwide, including grant writing, special events management, public relations and training/coaching in grant writing and fundraising. |

EDUCATION

| | |
|---------------------------|----------------------------|
| Institution name: | University of Nevada, Reno |
| City, State: | Reno, Nevada |
| Field of Study: | Journalism |
| Degree/Certificate | Bachelor of Arts |



12.4 Resume Form - Sara Enos

| Atypical | | Sara Moritz-Enos | |
|--|---|------------------------------|-----|
| Name: | Sara Moritz-Enos | | |
| Title: | Event Coordinator | # of Years in this position: | 1.5 |
| Brief Summary of Experience: | Helping plan, organize and keep data for events and clients. | | |
| # of Years with Firm: | 1.5 | | |
| RELEVANT PROFESSIONAL EXPERIENCE | | | |
| From: MM/DD/YYYY To: MM/DD/YYYY Name: Contact Name: Address, Phone Number, Email: Duties which would be relevant to their role in the contract: | 1/20-Present Atypical Consulting and Events Allyson Bolton 949.292.8803, allyson@a-typical.com Event Coordinator - Assist owner with event planning, record keeping and organization of events and consulting. Coordination between vendors and client. Calls, record keeping, and meetings. | | |
| From: MM/DD/YYYY To: MM/DD/YYYY Name: Contact Name: Address, Phone Number, Email: Duties which would be relevant to their role in the contract: | 12/2019- Present Little Flower Catholic School, Reno, Nevada 775.323.2931 Teacher, Coordinator for School Capital Campaign - Duties vary from day to day. Oversee all record keeping and donor correspondence for school's capital campaign. Reports to committees and staff on progress and payments. Fill in for teachers and staff as needed. | | |
| From: MM/DD/YYYY To: MM/DD/YYYY Name: Contact Name: Address, Phone Number, Email: Duties which would be relevant to their role in the contract: | 11/11-7/19 Sam Shad Productions Nevada NewsMakers 775-772-2442 Television Producer - Coordinated with Sam to produce half hour television programs with local, state and national guests on a wide range of topics. Kept track of schedules, commercials and updated website weekly. | | |
| EDUCATION | | | |
| Institution name: | University of Nevada, Reno | | |
| City, State: | Reno, Nevada | | |
| Field of Study: | English/Education | | |
| Degree/Certificate | B.A. English | | |



12.5 QUESTIONNAIRE

12.5.1 General Information

a. Name, or name of company or firm

Atypical Consulting and Events

b. Address

**18124 Wedge Pkwy #156
Reno, NV 89521**

c. Phone Numbers

(949) 292-8803

d. Owner, if a company or firm

Allyson Bolton

e. Contact Person

Allyson Bolton

f. If a company or firm, is the company or firm a subsidiary of a larger agency or associated with another agency? If yes, state the parent company and provide additional information about the parent company.

NA

g. Nevada Business ID (provide a copy of your Nevada Business License)

NV20151599383

Copy of license found on page 15, Section 12.1



12.5.2 Insurance Information

a. Insurance Carrier

Hiscox Inc.
 520 Madison Avenue 32nd Floor
 New York, NY 10022
 (888) 202-3007

b. Coverage Summary

Commercial General Liability Professional Liability

Atypical Consulting and Events carries both General Limited Liability Insurance as well as Professional Liability Insurance (E&O). Please see below explanation of coverage parameters. If necessary, Atypical Consulting and Events is willing and able to increase current insurance policies should we be chosen as the final contractor.

General Liability Policy

| <input checked="" type="checkbox"/> This policy does cover |
|--|
| <p>Bodily injury or property damage To the extent you are legally liable, we cover damages or claims expenses if you injure a third party or damage someone else’s property (including damage due to a fire at a premise you rent, unless you work from home).</p> |
| <p>Medical payments We will make medical payments as a result of bodily injury that occurs in the course of your business operations, regardless of fault.</p> |
| <p>Defense costs If you’re sued, even if you’re not at fault, we will appoint an attorney to defend you, even if the lawsuit is groundless. We will pay these defense costs on your behalf.</p> |
| <p>Personal and advertising injury We cover claims of libel and slander that are not part of your professional services. We also protect you if your advertisement unintentionally uses a third party’s advertising idea or infringes upon another’s copyright. We do not provide this coverage to marketing or PR professionals, research consultants, graphic designers, lawyers, real estate agents/brokers or property managers.</p> |
| <p>Electronic data liability Specifically added for consultants and technology service providers, Hiscox covers your liability for damage to someone’s electronic data resulting from the physical damage of property. We provide up to \$25,000 of coverage.</p> |
| <p>Worldwide insurance coverage We cover damage that occurs in the United States, its territories and Canada. We also offer some coverage for instances outside these areas while you’re away on short periods of travel.</p> |
| <p>Employees or temporary staff Hiscox will cover claims arising from your employees’ or temporary staff’s actions if they were performed on behalf of your business.</p> |
| <p>Supplemental payments Your Hiscox policy covers the following expenses, should they be incurred, without reducing your limit of liability:</p> <ul style="list-style-type: none"> • All expenses we incur, including the defense of lawsuits • Up to \$250 a day for reasonable expenses (including loss of earnings) you incur as a result of assisting us in the defense of a claim or lawsuit • Interest on damage awards |



12.5.2 Insurance Information

c. Cover summary (cont'd)

Professional Liability Policy (E&O)

| <input checked="" type="checkbox"/> This policy does cover |
|--|
| <p>Negligence We cover any alleged mistakes in your provision of professional services. This includes failing in your 'duty of care,' giving incorrect advice, an omission (leaving something out), or failing to deliver your services.</p> |
| <p>Defense costs If you're sued, even if you haven't made a mistake, we will appoint an attorney to defend you, even if the lawsuit is groundless.</p> |
| <p>Services performed in the past We cover the services you have performed going back to an agreed – upon date – even if that date is before you were insured with Hiscox – for any unknown claims that may be made against you and reported to us during the policy period. This date, the retroactive date, is printed on the Declarations Page of your policy.</p> |
| <p>Worldwide insurance coverage We cover claims arising from work done anywhere in the world as long as the claim is filed in the United States, its territories, or Canada.</p> |
| <p>Employees, temporary staff, and independent contractors We cover claims arising from services performed by your employees, temporary staff, or independent contractors if those services were performed on behalf of your business.</p> |
| <p>Claims and damages We cover claims for damages, including up to \$250,000 of punitive damages where allowed by law.</p> |
| <p>Personal injury We cover claims of libel and slander as part of your professional services.</p> |
| <p>Supplemental payments We will pay for expenses you reasonably incur as a result of attending arbitration proceedings or trials in the defense of a covered claim. We will pay up to \$5,000.</p> |

c. Coverage limits

Commercial General Liability

EACH OCCURRENCE - \$ 1,000,000
 DAMAGE TO RENTED PREMISES (Ea occurrence) - \$ 100,000
 MED EXP (Any one person) - \$ 5,000
 PERSONAL & ADV INJURY - \$ 1,000,000
 GENERAL AGGREGATE - \$ 2,000,000
 PRODUCTS - COMP/OP AGG - \$ S/T Gen. Agg.

Professional Liability

Each claim - \$1,000,000
 Aggregate - \$1,000,000

Proof of insurance found on pages 16-17, Section 12.2
 Policy set to renew May 21, 2021 ,
 with same coverage



12.5.3 Organizational Information

a. *Organizational Structure*

S Corporation

b. *Organizational Chart*

Organizational Chart found on page 18, Section 12.3

c. *Provide a list of all employees/Contractors employed by your company or firm which are proposed to be assigned to service this Contract. Complete the attached resume form for each staff listed here and place in the required documents section.*

Allyson Bolton – Resume on page 19, Section 12.4
Lauren Soulam – Resume on page 20, Section 12.4
Sara Enos – Resume on page 21, Section 12.4



12.5.4 Technical Knowledge

a. *What knowledge does the proposer possess regarding the V&T RAILWAY COMMISSION operations?*

Whether it be from a personal or business perspective, we know a thing or two about the railway and tourism attractions in the Virginia City and Carson City areas.

Professionally, Allyson worked with Virginia City Tourism Commission, Storey County, Carson City Visitor's Authority and the V&T Railroad in previous roles. The nature of her involvement included everything from presenting at commission meetings to leading FAM trips to facilitating social media accounts.

Personally, the railway and these towns are close to our hearts. Allyson grew up visiting the Orange Empire Railway Museum in Perris, CA, and looked forward to the infamous Sugar Cain Train while on vacation in Hawaii. Trains are rooted in her blood. Allyson and her family now live in the Virginia Foothills, just a short drive to both Virginia City and Carson City. Countless weekends have been spent watching parades, riding the train (or just visiting the depot during off-season), dining at the late Adele's, antique shopping through the streets of both towns, or even in the Bucket of Blood enjoying a Bloody Mucker. We wouldn't be surprised if you've seen her pushing a stroller through events in both Virginia City and Carson City.

From Polar to Candy Cane, our team understands these are two separate lines but both rely heavily on ridership to sustain. With the short line owned by Thomas Gray, the long line is not always cost effective to run for the V&T Commission; however, programs like The Polar Express and a new partnership with Railbikes has proved to be mutually beneficial for the V&T Commission and the company that runs the program.

We understand the Commission is a government entity requiring NRS compliance. Additionally, we acknowledge this is a new position which will require flexibility and adaptability as we develop a new normal.

We've gotten up to speed on recent events through posted meeting minutes and gone through the 2019 audit. With 2020 hitting the train hard, we see the coming months and year as an opportunity to get back "on track" and reestablish some loved events such as the Toast of the Canyon and The Polar Express while investigating the feasibility of new revenue streams.



12.5.4

b. What knowledge does the proposer possess regarding managing an attraction?

For the last decade, Allyson has worked for and with attractions of all kinds. Starting as an intern at one of the nation's leading firms in destination marketing, Allyson's first skills were learning the in's and out's of marketing places such as Portland, OR, Massachusetts, Peru and even Dubai, then went on to work with clients such as Denmark, Colombia and the Wines of Provence. And you know the best way to market an attraction? It's understanding what makes them tick. It's knowing what sets them apart. It's selling the experience to a range of audiences and demographics.

Allyson continued her journey in attractions in Nevada through her work with Artown, North Lake Tahoe, Virginia City Visitor's Authority, Carson City Visitor's Authority, Visit Carson Valley and V&T Railway's Thomas the Train. Again, while her day-to-day role consisted mainly of media-facing activities, the background knowledge was crucial. Who is the audience? What pieces must be in place before the release can go out? Where can guests park, get tickets or use the restroom? When do services open? Why must the local fire department be on standby? The answers must be known *before* the media starts calling.

Through work with events, our knowledge of managing an attraction became more hands-on. This is when knowing the answers wasn't enough. We acquired the abilities to make it happen. Rather than knowing the answers to the questions, we learned to ask the questions, establish a plan and delegate.

12.5.5 Technical Abilities

a. What abilities does the proposer possess to be able to manage, organize, and coordinate an attraction?

Whether you label it an attraction, event or destination, the team behind the scenes is truly that... a team. And just like a train that requires all parts to work together in order to move forward, so does a team. One lose wheel and it all falls apart. One disgruntled ticket-taker and the entire experience is soiled.

Since our inception, our team has learned that one size does not fit all. One strategy for one event may not work for the next and this has required us to adapt and think big and work together. We're forced to be creative and tap into all senses in addition to staying organized and numbers-driven. And while we're keeping all these balls in the air, we're appeasing our client, donor, guest or rider to ensure they are having the experience we intend. It's not enough to have all the boxes checked – it's about knowing the boxes that aren't on the list, anticipating your next step and achieving the highest possible experience in order to keep your audience coming back year over year.

And while we can't guarantee it, we've seen our clients' revenue increase an average of 20% once our team is on board. We attribute this to the time we invest in the planning phase which contributes to the overall smoothness once doors are open.

For a complete list of all Atypical events, please see Company Brochures, page 33.



1 2 . 5 . 5

b. What abilities does the proposer possess to be able to perform responsible administrative work in a high-profile position dealing with topics under intense public and media scrutiny and respond appropriately as situations change?

In our business, there cannot be hard feelings and it requires extremely thick skin; however, we do believe that grace and patience always wins. This is where our public relations expertise comes in handy. Our team has the inherit knowledge of what to say, how to answer questions and how to convey the right message, especially when there's a spotlight on the issue. Hot topics and media scrutiny don't scare us because we know how the media works. We understand the sensitive and hot-button issues that the V&T faces and are prepared to handle them smoothly and with a smile.

Currently our company works mainly with nonprofit clients and with this comes lots of paperwork. When it comes to bookkeeping and accounting, we triple check our accuracy and document our steps along the way. We know there's always an audit at the end of the track and it's best to stay organized rather than a scramble the week before. Yes, we've seen this happen.

When it comes to working with governmental agencies, we know the importance of following structure, filling out the necessary paperwork and following through. Through both our previous experiences and our current clients, we're familiar with working within fiscal year budgets as well as grant parameters. While often it feels like countless hours and work to secure a grant, we understand the work continues when the grant is awarded. Again, the key is to stay organized and alert. We like checklists. What planner doesn't?

While our contracts are often based on a specific event we are hired to do, our work touches all aspects of an organization – from answering the phone to tracking expenses to the marketing arm telling the story. We hold our clients' hands and help them establish processes to create more efficient systems and help delegate tasks, so the work is shared.

We think the key to successful business management is avoiding the trap of "we've always done it this way" or "we've tried that before." Successful businesses take calculated risks, excel at their talents and seek outside assistance in areas they may lack. We believe in a strong team, backed by a humble leader and supported by specific processes. We work hard but know when to stop and celebrate the wins.



12.5.5

e. *What abilities does the proposer possess to be able to develop, create, plan, schedule, and organize an attraction and events?*

One of our favorite events happened in just 4 weeks. Yes, you read that right. 4 weeks.

After winning a long and grueling proposal to revamp and plan a local nonprofit's event, we were halted before we even got started due to legal concerns and an impending court battle. Not only did this prolong our start date, but it also required us to approach the event in a completely different manner, all under high tension and public scrutiny. Once given the green light, we scrapped everything from prior years and rebranded, budgeted, secured new vendors, coached the board on messaging and not only pulled off a successful event but we raised nearly 20% more than the previous year's event.

And while our preference is to work with a client on the development and creation of an event, we don't always get that luxury and often need to start in the middle – a much more difficult task. To be able to take an experience that was developed in another's mind and make this a reality requires extreme creativity, foresight, communication and a little bit of mind reading. For this reason, ya'll can just call us psychic.

f. *What abilities does the proposer possess to be able to manage an attraction?*

See response 12.5.5.a, page 27



12.5.6 Preferred Qualifications

a. *Demonstrated passion for growing ridership, ticket sales and/or attendance of an attraction.*

Entire careers are built on demonstrating passion through pen on paper. We hope the words throughout this proposal and the time invested to create something we are proud to deliver will help show how much we desire to be a part of this team.

We see a day where every season, holiday or special occasion has riders near and far asking “what is V&T doing?” Can’t you picture it? Valentine’s Sip and Stroll. Easter brunch. Old Western movies in the summer. Oktoberfest festival.

We don’t have passion for growing ridership of an attraction – We have passion for growing ridership of the V&T. And when ridership increases and trains are sold out, both Storey County and Carson City get to reap the benefits of increased tourism.

We’ve been loyal fans from afar for long enough. Now is the time to bring the A-Team all aboard.

Thank you!

WE LOOK FORWARD TO SPEAKING WITH YOU



ATTACHMENTS

COMPANY BROCHURES

atypical

ABOUT ATYPICAL

ESTABLISHED IN 2015
RENO, NEVADA

Atypical Consulting and Events is a consulting and event planning agency specializing in non-profit and corporate event management in the northern Nevada and Lake Tahoe regions. Our team of professionals each bring a unique focus to our company, creating an effective and fun-loving group we hope you enjoy working with as much as we love doing the work. Our strengths lie in truly listening to our clients' needs in addition to having access to a list of vendors and resources to help make the vision a reality. We pride ourselves in being a highly efficient and effective team while maintaining a fun and positive attitude along the way.

Atypical brings together a qualified team of professionals, the attention to detail and the vast experience necessary to pull off a multi-faceted contract such as this. While the minute details of running a commission, planning meetings and managing day-to-day activities may be tiresome to others, this is where Atypical's team shines. It's in those details that the success of the V&T Railroad lies.



T H E S E R V I C E S

Consulting

- Brand Management
- Community Relations
- Event Planning Consulting
- Public Relations
- Strategic Planning
- Writing & Design
- Social Media Management
- Email marketing
- Social Media Training
- Auction Training
- Fundraising Training and Workshops

Nonprofit Events

- Event concept, theme and ideas
- Venue selection
- Vendor selection and contract negotiations
- Invitation and program design and lay out
- Ticketing coordination
- All auction components including item inventory, packages, bid sheets and displays
- Mobile/online auction bidding
- Event websites
- Sponsorship packages

Corporate Events

- Event concept, theme or idea
- Venue selection
- Vendor selection and contract negotiations
- Invitation and program design and lay out
- Sponsorship packages
- Sponsor sales training and support
- Ticketing and/or RSVP list coordination
- Exhibitor coordination
- On-site event coordination
- Budget reconciliation
- Staffing/labor/volunteer coordination
- Press coverage/advertising
- Sponsor sales training and support
- Donor solicitation and thank you letters
- Event timeline
- Event program
- On-site event coordination
- Budget reconciliation
- Staffing/labor/volunteer coordination
- Press coverage/advertising

T H E C L I E N T S

The following non-profit events were successfully executed by Atypical Consulting and Events: (this list does not include events planned by Allyson prior to the incorporation of Atypical or private, social events):

2016

Excel Christian School Annual Dinner & Auction
Classical Tahoe White Nights Gala
Excel Christian School Annual Golf Tournament
Nevada Veterans Memorial Annual Northern Nevada Dinner
Central Lyon County Burn Fund Fall Kick-Off

2017

Rotary Club of Reno Mardi Gras
Excel Christian School Annual Dinner & Auction
Washoe Legal Services' Child's Voice Luncheon
Microsoft Reno 20 Anniversary Party
Classical Tahoe White Nights Gala
Excel Christian School Annual Golf Tournament
Washoe Legal Services' Fine Wine Dinner
Nevada Veterans Memorial Annual Northern Nevada Dinner
Nevada Humane Society's Wags and Whisker's Gala

2018

Note-Able Music Therapy Service's Siren Song Masquerade
Rotary Club of Reno Mardi Gras
Excel Christian School Annual Dinner & Auction
Washoe Legal Services' Child's Voice Luncheon
Classical Tahoe White Nights Gala
Washoe Legal Services' Fine Wine Dinner
Nevada Humane Society's Wags and Whisker's Gala

2019

Nevada Humane Society's Heels & Hounds
Washoe Legal Services' Child's Voice Luncheon
Classical Tahoe White Nights Gala
Pet Network Annual Fur Ball

2020

The world fell into a global pandemic and all events were cancelled.

ATYPICAL HAS
HELPED NORTHERN
NEVADA NONPROFITS
RAISE



\$2.5 MILLION

N A M E D R O P S

OTHER RELEVANT ORGANIZATIONS WITH WHICH OUR STAFF HAS WORKED

Carson Valley Visitors Authority
Cason City Visitors Authority
Central Lyon County Fire Protection District
Colombia
Massachusetts
Portland, OR
Peru
RASC (formerly RMC)
Reno Tahoe Territory
Storey County
Storey County Fire Protection District
Virginia & Truckee Railroad – Thomas the Train Project
Virginia City Tourism Commission
Visit Denmark
Wines of Provence

R A V E S & R E V I E W S

“A good event planner is an investment that every not-for-profit should make if they want their events to succeed. Allyson Bolton and Atypical Events is worth every penny of that investment. Having worked with Allyson on our events for the past three years, I've seen firsthand how Allyson brings fresh new ideas to boring old events. She has a gift for crafting a vision and delivering an event that goes above and beyond that vision. From the biggest decisions down to the smallest details, Allyson has an eye for how to pull together polished and professional events. More importantly to me, Allyson also brings a sharp business mind. She understands that a fundraising event is more than just a beautiful evening; it's about raising funds to support the mission of the organization. Allyson brings the tools needed to make that happen: budgeting, goal setting, analytics, and fundraising science. Every decision made is weighed against how it will help us achieve our goals and if the cost is worth the benefit. She brings us new and creative ideas for how to add value to our events, and she's proven to me how they can increase our bottom line. Every not-for-profit event should have an event planner like Allyson and her team. It's absolutely an investment that you can't afford to skip.”

“Atypical is very knowledgeable in terms of events, décor and how to execute on fixed budget. They know the region well, and our very resourceful in terms of utilizing the most cost-efficient vendors to utilize with the event.”

“Allyson and her team are great to work with and interact very well with other team members during the process. They realize that there are a lot of personalities and people involved in events and they create lasting relationships with all.”

“Allyson and her team at Atypical Events are one of my favorite event coordinators and planners to work with. As a vendor, working with teams of people that understand how you work, are clear and concise, and allow me to do my job to the best of my ability without a ton of interference is key. Allyson not only gets what I need, but also what I don't need. They are incredibly organized, efficient, and always nonplussed. You won't regret working with them for your wedding or event - I promise you!”

NEVADA COMMISSION FOR THE RECONSTRUCTION
OF THE V&T RAILROAD
RFP 2021-001 ADMIN/OPERATIONS COORDINATOR
COST PROPOSAL

Atypical



ATYPICAL CONSULTING AND EVENTS

18124 WEDGE PKWY #156

RENO, NV 89511

(949) 292-8803

TEAM@A-TYPICAL.COM

SECTION I
TITLE PAGE

RFP SUBJECT

**Nevada Commission for the Reconstruction
of the V&T Railroad**

**Request for Proposal 2021-001
Admin/Operations Coordinator
Cost Proposal**

FIRM'S NAME

Atypical Consulting and Events

ADDRESS

**18124 Wedge Pkwy #156
Reno, NV 89511**

TELEPHONE NUMBER

(949) 292-8803

EMAIL

team@a-typical.com



SECTION II

COST PROPOSAL

RFP 2021-001 Admin/Operations Coordinator Cost Proposal

Atypical retainers are based on our time, not deliverables.

For this reason, we are able to be flexible and adapt to where our client most needs us.

Additionally, we have a time tracking system that allows to manage and track time in a categorized and organized way.

648 Estimated hours
\$100.00 Average cost per hour
\$64,800.00 Total Estimated Cost

Senior @ \$125/hour
Executive Team @ \$100/hour
Operational Team @ \$75/hour

| Scope of Work | | | | | | | | | | | | | Total per |
|---|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Year |
| OPERATIONS | 4 | 4 | 4 | 6 | 10 | 8 | 8 | 8 | 10 | 10 | 12 | 12 | 96 |
| CUSTOMER SERVICE | 4 | 4 | 4 | 6 | 10 | 8 | 8 | 8 | 10 | 10 | 12 | 12 | 96 |
| RIDES & SPECIAL EVENTS OVERSIGHT AND COORDINATION | 4 | 4 | 4 | 6 | 10 | 8 | 8 | 8 | 10 | 10 | 12 | 12 | 96 |
| STAKEHOLDER RELATIONS | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| FINANCIALS | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 |
| PROCEDURES | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| MONTHLY COMMISSION MEETINGS | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 60 |
| FACILITY OVERSIGHT | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| TRACK MAINTENANCE | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| COMMUNITY RELATIONS | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 36 |
| STAKEHOLDER MANAGEMENT AND PUBLIC RELATIONS | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 |
| REQUIRED REPORTING | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 48 |
| GRANTS | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 24 |
| Total per month | 42 | 42 | 42 | 48 | 60 | 54 | 54 | 54 | 60 | 60 | 66 | 66 | 648 |

| Scope of Work | Average Hours | Per Week | Per Month | |
|---|---------------|-----------|-----------|------------------|
| | OPERATIONS | 1 | 4 | |
| CUSTOMER SERVICE | 1 | 4 | | |
| RIDES & SPECIAL EVENTS OVERSIGHT AND COORDINATION | 1 | 4 | | |
| STAKEHOLDER RELATIONS | 0.5 | 2 | | |
| FINANCIALS | 1 | 4 | | |
| PROCEDURES | 0.5 | 2 | | |
| MONTHLY COMMISSION MEETINGS | 1.25 | 5 | | |
| FACILITY OVERSIGHT | 0.5 | 2 | | |
| TRACK MAINTENANCE | 0.5 | 2 | | |
| COMMUNITY RELATIONS | 0.75 | 3 | | |
| STAKEHOLDER MANAGEMENT AND PUBLIC RELATIONS | 1 | 4 | | |
| REQUIRED REPORTING | 1 | 4 | | |
| GRANTS | 0.5 | 2 | | |
| | 10.5 | 42 | x52 weeks | 546 Hours |



AMENDMENT #1 TO CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

Nevada Commission for the Reconstruction of the V&T Railway (the "Commission") and Atypical Consulting & Events, a Nevada Corporation (the "Contractor") hereby consent to amend the CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR dated May 18, 2021 ("Contract") as follows:

WHEREAS, the Contract is in effect until December 31, 2025, and provides that the services specified in Section 4 Attachment AA: Scope of Work and Payment Schedule will be provided by the Contractor at a Total Contract Not to Exceed value of \$553,000.

NOW THEREFORE, in consideration of the aforesaid premises, mutual promises, covenants and undertakings hereinafter set forth,

The Commission and Rail Events Inc. have entered into an agreement regarding The Polar Express that currently expires December 31, 2024 (the "Event Agreement"). The Commission and Rail Events Inc. may extend the PEX Agreement, or may enter into a subsequent agreement regarding The Polar Express, before, on or after the expiration of the current PEX Agreement. Contractor shall provide the following additional services only during the term of the PEX Agreement, or any extensions thereof, or during the term of any subsequent agreement concerning the Polar Express. The following additional services shall not be provided, and this amendment shall terminate, if the PEX Agreement or any extension thereof, or any subsequent agreement regarding the Polar Express, is terminated for any reason.

The Commission and the Contractor agree that the Contractor shall provide additional services for The Polar Express train rides for calendar years 2022 through 2025, at the following yearly cost: Production (\$30,000), Sound (\$3,000), Staffing (\$22,000), Casting (\$45,000), North Pole Manager and Elves (\$7,150) and Santa Transportation (\$2,100), for a total amount not to exceed \$437,000.

The Commission and the Contractor agree that the Total Contract Not to Exceed value shall therefore be increased by \$437,000, for an amended Total Contract Not to Exceed value of \$990,000.

It is also agreed that all unaffected conditions, requirements, and restrictions of the Contract remain unaffected and shall continue in full force and effect for the duration of the term.

ACKNOWLEDGMENT AND EXECUTION:

This Amendment may be executed in counterparts. In witness whereof, the Parties have entered into this Amendment as of the date of the last required signature below.

"Commission"
Nevada Commission for the Reconstruction
of the V&T Railway

By: David Peterson
David Peterson, Chair

Dated: 11/3/22

"Contractor"
Atypical Consulting & Events

By: Allyson Bolton
Allyson Bolton, Owner

Dated: 11/2/22

