



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

Soliciting Interested Parties for Contract Position

CONTRACT POSITION V&T RAILWAY COMMISSION
Executive Assistant

ISSUE DATE: July 18, 2023

APPLICATIONS TO BE CONSIDERED ON: July 26, 2023

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 apply for a contracted Executive Assistant position to provide a variety of administrative, finance business, and liaison functions for all the Commission's activities to include coordination of board relations, acting as a liaison with train operations, engineering, maintenance, and marketing contractors, and accounting services. The initial contract will be effective upon approval, anticipated to be August 1, 2023, through June 30, 2024. The contract may be renewed for up to three (3) additional years.

The anticipated contract value for fiscal year 2024 is expected to be between \$50,000 and \$60,000.

2. **BACKGROUND INFORMATION**

This is a newly created role that will report to the V&T RAILWAY COMMISSION and is expected to work cooperatively with the V&T RAILWAY COMMISSION'S vendors. The V&T RAILWAY COMMISSION previously issued a Request For Proposal (RFP) for this position and no responses were received. Pursuant to NRS 332.148, a notice has been published and the V&T RAILWAY COMMISSION may now seek any and all qualified candidates for the position.

3. **PROCEDURE**

- 3.1. Interested parties are to submit letters of interest, resumes, statements of qualification, and/or proposals prior to the July 26, 2023, V&T RAILWAY COMMISSION meeting.
- 3.2. At the July 26, 2023, V&T RAILWAY COMMISSION meeting, all submissions will be evaluated. Interested parties are encouraged to attend the commission meeting. There is no guarantee that the V&T RAILWAY COMMISSION will select any of the interested parties and any interested parties shall submit at their sole risk and cost.
- 3.3. At the July 26, 2023, commission meeting, the V&T RAILWAY COMMISSION may choose an applicant and direct a representative to negotiate specific contract terms.
- 3.4. The use of the terms "applicant", "qualified persons", and "interested parties" 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 a successful vendor.
- 3.5. Prior to the July 26, 2023, V&T RAILWAY COMMISSION meeting, the interested party's principal contact with the V&T RAILWAY COMMISSION will be as listed below. All contacts regarding the proposal should be with the below-named individual only. Proposers contacting other V&T RAILWAY COMMISSION staff or V&T RAILWAY COMMISSION officials may be disqualified for doing so.

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

4. SCOPE OF WORK

4.1. The scope of work for the Executive Assistant will cover the following:

4.1.1 ADMINISTRATIVE SUPPORT

- **COMMISSION MEETINGS**
 - Schedules, facilitates, and serves as the clerk to the Commission during meetings, prepares agendas, supporting documents, and minutes in accordance with the Nevada Open Meeting law NRS 241, initiates action on Board directives.
 - Polls for meeting availability and schedules Commission meetings accordingly.
 - Ensures agendas, background information, minutes, and other pertinent materials are prepared, distributed, and posted properly.
 - Reserves meeting space and technical assistance needed.
 - Maintains official records of such meetings in the form of tapes, minutes, or other media.
 - Plans and coordinates annual Commission Retreat/Workshop.
 - Prepares and submits 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 and all operational matters.
- **GRANTS (desired, not required)**
 - Seeks out and applies 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.
 - Maintains accurate records and complies with all guidelines and requirements of any grants awarded to the V&T RAILWAY COMMISSION.
 - Prepares and coordinates all grant fulfillment.
- **OTHER ADMINSTRATIVE DUTIES**
 - Promotes the Commission functions through written publications; maintains the Commission website and social media.
 - Compiles other statistical data and information, maintains various records, and prepares special and periodic reports.
 - Manages all Commissioner communication and records.
 - Maintains and updates policies and procedures and ensure internal controls.
 - Communicates regularly with V&T Chairman.
 - Works with V&T Chairman and Attorney on any legal matters related to the V&T RAILWAY COMMISSION.
 - Manages the Carson City Eastgate Depot facility, including scheduling

seasonal utility services and purchasing depot supplies.

- Represents the V&T RAILWAY COMMISSION at various meetings and events.
- Maintains a working and professional relationship with V&T RAILWAY COMMISSION and local officials. Maintains good relationships with tourism partners at the local, state and national levels.
- Most work can be completed remotely; however, Vendor must provide all hardware to execute such actions such as computers, tablets, etc.
- Checking the Carson City post office box for incoming mail.

4.1.2 CLERICAL ACCOUNTING DUTIES

- Manages and oversees financial tracking and projections in coordination with Storey County Comptroller.
- Approves and processes all Accounts Payable through a bi-weekly process which may include standard bills as well loan management and vendor billing, performs bank deposits, prepares bank statement reconciliations in a format prescribed by the V&T RAILWAY COMMISSION.
- Manages all vendor contract logs.
- Meets monthly with V&T Treasurer and assists with the development of fiscal year budgets.
- Assists with preparation for any audit of the V&T RAILWAY COMMISSION and coordinates with auditors to obtain any required documentation.
- Works with Storey County Comptroller on all government required reporting. Coordinates with Storey County and the Commission in preparation and administration of the annual budget in compliance with the Department of Taxation.
- Prepares monthly staff reports regarding accounts payable checks paid and budget updates.

4.1.3 COMMISSION LIAISON WITH CONTRACTORS

- TRAIN OPERATIONS
 - Executive Assistant will not be responsible for managing all operational systems for train activities such as ticketing, merchant sales, etc., but must have a cooperative relationship with the train operator who will be providing staff and volunteers for train departure and arrival including General Season and special events such as THE POLAR EXPRESS Train Ride.
 - Establishes train schedule and operations in coordination with V&T RAILWAY COMMISSION and Train Operator.
 - During THE POLAR EXPRESS, coordinates with train operator to check in and collect cash/checks on a weekly basis.
 - Coordinates with contractor(s) on activities and special events. Invoices and collects compensation from contractors.
- ENGINEERING AND MAINTENANCE
 - Coordinates facilities and parking lot maintenance and repairs.

- Coordinates with track maintenance vendor and team on inspections, maintenance, and repairs.
- **REQUIRED REPORTING**
 - Coordinates and submits state and federal reports as required.
- **MARKETING, PUBLIC RELATIONS & SOCIAL MEDIA MANAGEMENT**
 - Manages and coordinates V&T marketing which may include vendor coordination or personal execution of media buy management, public relations, social media management, email marketing, website updates and graphic design.
- **CONTRACTS & RFP OVERSIGHT**
 - Prepares and coordinates vendor contracts and RFPs in coordination with V&T RAILWAY COMMISSION and legal counsel.
- Develops a comfortable and respectful working environment with all contractors and their personnel.

5. DURATION OF SERVICE

The V&T RAILWAY COMMISSION anticipates that the initial contract term will run from the approval of the contract through June 30, 2024. The contract may be renewed for up to three (3) additional years. Options will be exercised only if agreed upon by both parties and in the best interests of the V&T RAILWAY COMMISSION.

6. SUBMITTAL INSTRUCTIONS

6.1 All proposals must be **received** by the V&T RAILWAY COMMISSION no later than 2:00 p.m., June 25, 2023.

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:

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7. EVALUATION AND AWARD PROCESS

- 7.1 The V&T RAILWAY COMMISSION shall use its best judgment in conducting a comparative assessment of the submissions.
- 7.2 The V&T RAILWAY COMMISSION shall select a finalist which possesses the ability to service the V&T RAILWAY COMMISSION's needs.
- 7.3 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.
- 7.4 The V&T RAILWAY COMMISSION reserves the right to reject all submissions.

8. SUBMITTAL GUIDELINES

- 8.1 Respondents should submit any information which documents successful and reliable experience in past performance.
- 8.2 Respondents must have experience working with Boards and/or Commissions.

9. SUGGESTED INFORMATION

To help the V&T RAILWAY COMMISSION's decision making, it is suggested to include the following information.

9.1 A Statement of Project Understanding

- a. Demonstrate the knowledge, skills and abilities to perform the specifications above.

9.2 Project Approach

- a. Interested party exhibits an insightful approach to the scope of work.

9.3 Key Company 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 working with a board or commission.

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

- b. Professional references and associated contact information.

10. LIST OF DOCUMENTS THAT WILL BE REQUIRED

- 12.1 Nevada and Carson City, Nevada Business License
- 12.2 Proof of Insurance Coverage
- 12.3 Organizational chart if the applicant is a company or firm

11. CONFIDENTIAL INFORMATION:

Any information deemed confidential or proprietary should be clearly identified by the applicant 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. The information submitted will not be returned.

12. INSURANCE REQUIREMENTS/HOLD HARMLESS CLAUSE:

Applicant's attention is directed to the insurance requirements as delineated in Exhibit A. It is highly recommended that applicants 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.

13. STATUS OF SUCCESSFUL APPLICANT:

The successful applicant 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.

14. COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:

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

15. OPEN MEETING LAW:

Applicants 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.

16. ATTACHMENTS:

Exhibit A: Insurance Requirements

END OF DOCUMENT

Exhibit A

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.
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