

**STATE OF NEVADA**

**SECRETARY OF STATE**

**101 N Carson St, Suite 3 │ Carson City, NV 89701**

**Phone: 775-684-5708 │ Fax: 775-684-5718**

Solicitation: **04SOS-S2743**

For

**2024 Nevada Elections Official Training Conference (NEOTC)**

Release Date: **03/11/2024**

Deadline for Submission and Opening Date and Time: **05/28/2024 @ 2:00 pm**

Single point of contact for the solicitation:

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# APPLICABLE REGULATIONS GOVERNING PROCUREMENT

## All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: [www.leg.state.nv.us/law1.cfm](http://www.leg.state.nv.us/law1.cfm).

## Prospective vendors are advised to review Nevada’s ethical standards requirements, including but not limited to NRS 281A, NRS 333.800, and NAC 333.155.

# PROJECT OVERVIEW

## The State of Nevada, Secretary of State is seeking proposals from qualified vendors to provide hotel rooms, meeting space, and catering services as described in the scope of work and attachments.

## The State intends to award one (1) contract in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. The Secretary of State shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for a contract term of one year, subject to Board of Examiners approval.

The Nevada Secretary of State (NV SOS) is seeking proposal from qualified vendors to provide services to host the 2024 Nevada Elections Official Training Conference (NEOTC).

The State may award one (1) contract in conjunction with this RFP.

NV SOS will administer the contract resulting from this RFP. The resulting contract is anticipated to begin December 1, 2024, as subject to Board of Examiners (BOE) approval, and ending December 15, 2024, if agreed upon by both parties and is in the best interests of the State. Attendees will check in on December 8, 2024, and check out on December 13, 2024.

**About the Conference and Attendees:**

The NEOTC is an annual mandatory training for Nevada’s county and municipal election officials. Each year the training includes five days of structured courses surrounding elections, business process, technical/administrative sessions, public information, and communications session. The training also provides networking events, vendor exhibits and support sessions, and a hosted dinner with the Secretary of State. Attendees consist primarily of state, county and city government officials who are responsible for administering and overseeing Nevada’s elections. Other attendees are from federal and state elections regulatory agencies and their partner organizations who focus on election related topics, organizations who support election related programs, election system vendors and support staff, and guest speakers from IT, PIO and Legal disciplines that support elections.

There will be approximately 75 state, county and city election officials that will be hosted by the Secretary of State as well as an additional 25-30 people, including guest speakers and vendors that are expected to attend the conference.

## AGENCY BACKGROUND

The Secretary of State is the third highest ranking state official, behind the Governor and Lt. Governor. The Secretary of State, elected to a four-year term, is responsible for maintaining the official records of the acts of the Nevada Legislature and of the executive branch of state government, as prescribed by law. The Secretary of State's Elections Division is responsible for the execution, interpretation, and enforcement of federal election and state election and campaign finance laws; administering the requirements of the Help America Vote Act (HAVA); serving as the filing office for statewide elective positions, initiative petitions, and referendums; maintaining the statewide voter registration database; and conducting voter outreach programs.

**Background on NEOTC:**

The Nevada Secretary of State hosts a yearly election officials conference to support the elections officials across the state, discuss topics related to voter registration, voter education and outreach, promote the safe and secure administration of federal, state and local elections and provide resources and training to assist election officials in the support of their election related duties.

This conference is attended by county and municipal election officials from across the state and is attended by guest speakers, panelists and election system vendors. The conference includes election related discussions such as legislative review, upcoming election cycle preparations, election system discussions and training related to voter registration and election administration and breakout sessions for specific topic related discussions including Information Technology (IT), Public Information Officers (PIO), and legal (AG, DAG, DA, etc.) panel discussions. The NEOTC will also include days dedicated to voter registration and election administration training.

The NEOTC rotates locations between Northern and Southern Nevada, with each year’s host county being selected based on hosting and travel costs and proximity associated with the attendance of election officials and panelists. In 2024, the NEOTC will be hosted in Las Vegas, NV.

## GOALS AND OBJECTIVES

The goal of this RFP is to identify a facility to host the 2024 NEOTC.

### The conference will be held on December 9th – December 13th, 2024, in Las Vegas, Nevada. Check-in will be on December 8,2024, and check-out will be on December 13, 2024.

## The facility must have the capacity to host a conference with 75 attendees including rooms and an additional 25-30 presenters/panelists, conference/meeting rooms, 3 breakout rooms of varying floor plan layouts, vendor demonstration space, catering, audio/visual, and professional event coordinator services.

## All meeting expenses will be charged to a master account, apart from hotel room incidental charges, for which each individual attendee will be responsible and presenter/panelist/vendor rooms or other accommodations necessary for their attendance are the responsibility of the presenter/panelist/vendor.

# SCOPE OF WORK

## 3.1 The conference dates are December 9 – December 13, 2024.

## 3.2 The conference will be held in Las Vegas, NV.

## 3.3 Vendors must provide with their proposal a complete and detailed description of the following:

## The availability of individual rooms

## The facility layout shall include the following:

## 3.3.2.1 In addition to the main conference space for up to 75 attendees and up to an additional 25 panelists/presenters.

## 3.3.2.2 Ability to host a vendor area with up to 4 vendors.

## 3.3.2.3 Ability to host a dinner for five event days of up to 100 people, and a separate banquet dinner for up to 75 people.

## 3.3.2.4 Ability to host a welcoming reception of 75 people.

## 3.3.2.5 Ability to host multiple concurrent technical breakout sessions on five consecutive conference days, with multiple floor plan layout diagrams to change based on topics being presented.

## 3.3.2.6 Ability to host space for one registration desk.

## 3.3.2.7 Capacity and options for parking for attendees, panelists/presenters.

## Capacity for loading space for vendor use to unload equipment, if needed.

## 3.3.2.9 Ability to ensure proper security for attendees, speakers/panelists, vendors, and other personnel, including nightly equipment storage.

## Ability to cater breakfast, session breaks and other event needs for 75-100 attendees.

## Application must include proof of experience with professional event coordination.

## Be able to provide audio and visual support for technical sessions, dinners, meetings, and other events.

## Provide a cancellation policy.

## Provide billing arrangement options.

## Provide the group room rates and reservation cutoff date.

## The conference is attended primarily by Nevada state, county and city employees. Special consideration should be made in this RFP to address room rates in coordination with the federally approved General Services Administration (GSA) rates.

## Some guests like to arrive early and/or stay after the completion of the conference. Please allow a 1-day before and a 1-day after stay at the conference room rate.

# ATTACHMENTS

## ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

### Terms and Conditions for Services



## ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).

### [Standard Form Contract](file:///C:\Users\dspikula\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\1LYQ3AHZ\Files,%20Forms,%20Attachments\Standard%20Form%20Contract.docx)

### [Insurance Schedule](file:///C:\Users\dspikula\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\1LYQ3AHZ\ATTACHMENT%20BB.docx)

### NEOTC Draft Agenda & Floor Plan Diagram

### 

## PROPOSAL ATTACHMENTS. To be completed and returned in proposal.

### [NSEC Cost Proposal](file:///C:\Users\dspikula\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\1LYQ3AHZ\NSEC%20Cost%20Proposal.xlsx)

### Attachments for Signature

#### Vendor Information Response

#### Vendor Certifications

#### Certification Regarding Lobbying

#### Confidentiality and Certification of Indemnification



### Reference Questionnaire



# TIMELINE

## QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.

## TIMELINE. The following represents the proposed timeline for this project.

### All times stated are Pacific Time (PT).

### These dates represent a tentative schedule of events.

### The State reserves the right to modify these dates at any time.

#### Deadline for Questions No later than 5:00 pm on 04/15/2024

#### Answers Posted On or about 04/29/2024

#### Deadline Proposal Submission and Opening No later than 2:00 pm on 05/28/2024

#### Evaluation Period (estimated) 05/28/2024 – 06/11/2024

#### Vendor Presentations (if applicable) (estimated) n/a

#### Selection of a Vendor (estimated) On or about 07/01/2024

#### BOE Approval (estimated) 08/13/2024

#### Contract start date (estimated) 08/13/2024

# EVALUATION

## Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

### Proposals shall be kept confidential until a contract is awarded.

### In the event the solicitation is withdrawn prior to award, proposals remain confidential.

### The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.

### Financial stability shall be scored on a pass/fail basis.

### Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

#### Demonstrated Competence 20

#### Experience and Performance of Comparable Engagements 20

#### Conformance with the Terms of this RFP 20

#### Expertise and Availability of Key Personnel 10

#### Cost Factor 30

### Cost proposals will be evaluated based on the following formula.

#### Cost Factor Weight x (Lowest Cost Submitted by a Vendor / Proposer Total Cost) = Cost Score

### Presentations

#### Following evaluation and scoring specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.

#### The State, at its option, may limit participation in vendor presentations to vendors above a natural break in relative scores from technical and cost scores.

#### Following presentations, the combined technical, cost, and presentation scores will become the final score for a proposal.

#### The State reserves the right to add additional criteria or presentations.

#### The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

## NEVADA-BASED BUSINESS PREFERENCE

### The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.

### Nevada-based business is defined in NRS 333.3352(1).

### The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.

### To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.

### This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

## INVERSE PREFERENCE

### The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.

### The amount of the inverse preference is correlated to the amount of preference applied in the other state.

### Vendors who meet this criterion must indicated it on their submitted Quote in NevadaEPro.

### This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

# MANDATORY MINIMUM REQUIREMENTS

## Pursuant to NRS 333.311 a contact cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.

## NEVADA LAW AND STATE INDEMNITY. Pursuant to NRS 333.339, any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.

## NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

## INDEMNIFICATION. Required contract terms on Indemnification: "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 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 anyclaim arising from this Contract."

## LIMITED LIABILITY. Required contract terms on 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."

## CONTRACT RESPONSIBILITY. Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

## DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.

## STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.

## NEVADA BUSINESS LICENSE. Pursuant to NRS 353.007, prior to contract execution awarded vendor must hold a state business license pursuant to NRS chapter 76 unless exempted by NRS 76.100(7)(b).

## DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

# CRITICAL ITEMS

## In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

## CONTRACT FORM*.* The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

## INSURANCE SCHEDULE

### The State strongly prefers vendors agree to the terms of the attached *Insurance Schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a red line if necessary.

### Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.

### Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.

### Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

## VENDOR BACKGROUND

### Company background/history and why vendor is qualified to provide the services described in this solicitation.

### Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

## SUBCONTRACTORS

### Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.

### Proposal should include a completed *Vendor Information Response* form for each subcontractor.

### Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

### Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

#### How the work of any subcontractor(s) shall be supervised

#### How channels of communication shall be maintained

#### How compliance with contracts terms and conditions will be assured

#### Previous experience with subcontractor(s)

## VENDOR FINANCIAL INFORMATION

### The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

### This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

### Proposing vendor shall provide the following financial information and documentation:

#### Dun and Bradstreet Number

#### Federal Tax Identification Number

#### The last two (2) full years and current year interim:

###### Profit and Loss Statements

###### Balance Statements

## BUSINESS REFERENCES

### The information requested in this section is designated as confidential business information by the Administrator pursuant to NRS 333.020(5)(b) and is not public information pursuant to NRS 333.333.

### Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.

### The purpose of these references is to document relevant experience and aid in the evaluation process.

### Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.

### Business references will not be accepted directly from proposing vendor.

### The State will not disclose submitted references but will confirm if a reference has been received.

### The State reserves the right to contact references during evaluation.

# SUBMISSION CHECKLIST

## This section identifies documents that shall be submitted to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.

### Proposals must be submitted as a Quote through NevadaEPro, [https://NevadaEPro.com](https://nevadaepro.com/).

### Vendors are encouraged to submit a single file attachment per proposal section if possible.

### Technical proposal information and Cost proposal information shall not be included in the same attachment.

### Cost proposal attachment shall not be flagged as confidential in NevadaEPro.

### Additional attachments may be included but are discouraged and should be kept to a minimum.

## TECHNICAL PROPOSAL

#### Title Page

#### Table of Contents

#### Response to Mandatory Minimum Requirements

#### Response to Critical Items

#### Response to Scope of Work

#### Other Informational Material

## PROPRIETARY INFORMATION. If necessary. Attachment should be flagged confidential in NevadaEPro.

#### Title Page

#### Table of Contents

#### Trade Secret information, cross referenced to the technical proposal

## COST PROPOSAL

## VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.

## SIGNED ATTACHMENTS

#### Vendor Information Response

#### Vendor Certifications

#### Confidentiality and Certification of Indemnification

#### Certification Regarding Lobbying

## OTHER ATTACHMENTS. If necessary, not recommended.

## REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.