

**STATE OF NEVADA**

**DEPARTMENT OF ADMINISTRATION**

**Purchasing Division**

**515 East Musser Street, Suite 300 │ Carson City, NV 89701**

**Phone: 775-684-0170 │ Fax: 775-684-0188**

Solicitation: **10TCA-S2694**

For

**GOVERNOR’S CONFERENCE ON TOURISM**

Release Date: **03/13/2024**

Deadline for Submission and Opening Date and Time: **04/22//2024 @ 1:00 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).

## SINGLE POINT OF CONTACT. Vendors and/or their representatives shall only contact the single point of contract or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).

## 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 Purchasing Division, on behalf of Nevada Department of Tourism and Cultural Affairs (DTCA), Nevada Division of Tourism (Travel Nevada) is seeking proposals from qualified vendors to provide hosting services for the Governor’s Conference on Tourism in Las Vegas, Nevada 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. Travel Nevada shall administer the contract resulting from this solicitation. The resulting contract is expected to be for a contract term of approximately 6 months, subject to Board of Examiner’s approval. Anticipated contract start date is July 10, 2024 and end date is December 31, 2024.

## AGENCY BACKGROUND

### The Division of Tourism operates within the Department of Tourism and Cultural Affairs (NDTCA) to help achieve the Governor’s strategic priority of a vibrant and sustainable economy through effectively promoting tourism to and within the state of Nevada. The NDTCA works to raise awareness of the state as a premier leisure and cultural tourism destination. This RFP is specific to the Division of Tourism (Travel Nevada).

### Travel Nevada serves as the state’s destination marketing organization to promote statewide visitation, resulting in an increase in revenue for Nevada’s communities. Travel Nevada is funded entirely by lodging tax revenues, so driving overnight visitation is critical to Travel Nevada’s ability to continue to market the State and ensure long-term sustainability.

## GOALS AND OBJECTIVES

### Travel Nevada seeks proposals from venues in the Las Vegas, Henderson and North Las Vegas area to host the 2024 Governor’s Conference on Tourism. Founded in 1982, the conference returns after a five (5)-year hiatus.

### This two (2)-day conference will bring together members of the tourism industry representing lodging properties, attractions, destination marketing organizations, tour operators, transportation companies, the media and others interested in the tourism industry.

### The host hotel/venue will have the opportunity to be showcased to owner/operators and C-suite executives from across Nevada.

### The conference will feature general sessions provided by government officials and leaders to share insights and innovations in the global tourism area as well as educational breakout sessions and business-building opportunities. The day will end with an awards dinner recognizing champions across our industry.

### Sponsors of the event will be represented in a mini-tradeshow format. Refreshment breaks should be held in a location in the conference space where attendees may interact with these vendors.

### Only venue dates in November or December of 2024 will be considered.

# SCOPE OF WORK

## RESPONDENTS MUST ADDRESS OR COMMENT ON EACH ITEM IN THIS SECTION

### Conference Timeframe: The Conference will be held over a two (2)-day time frame in November or December of 2024. This will not include Saturdays or Sundays.

### Attendance: Travel Nevada anticipates approximately 250-300 delegates will be in attendance.

### Room Requirements:

#### Room Block requirement.

#### Two rates for attendees

##### Approximately 100 rooms will be needed at competitive rates. Attendees will make room reservations directly with the hotel and are responsible for their entire room account. No advance deposits will be required for attendees.

##### Up to 40 rooms, average of two(2) nights at or below the state per diem rate (currently at $152.00 per night not including resort fees and taxes) for state employees in attendance. The block size for state employees will be provided by the Nevada Division of Tourism at a date agreed upon by the venue.

#### Designated conference booking site – all rooms must be able to be reserved either via a conference booking site or phone.

#### The host hotel will provide a group code for booking rooms at the state per diem rate.

#### The Division of Tourism will make every attempt to ensure that all guests arrive and depart as scheduled. However, situations may occur that result in a late check-in or early departure. Charges for the above changes will not apply.

#### A ten (10)-day pre-conference cutoff will apply to the room block, after which rooms not reserved may be returned to general inventory.

#### The room attrition clause will not apply.

#### Accommodations **must not** at any time during the registration process be available during conference dates to the public through any channel at a lesser rate than the published Conference cost. Should any rate lower than the conference rate become available through any channel for the same level of room during the time period covering the conference, the lesser rate will be made available to the conference attendees. The Division of Tourism **must** be notified in advance of any room discounts that may impact the conference rate.

#### Twenty (20) upgraded rooms for designated VIPs at group rate will be required. (*Refer to Section 3.1.10* ***Requested Concessions)***

#### Two (2) complimentary suites for designated VIPs will be required. (*Refer to Section 3.1.10* ***Requested Concessions***)

### Meeting Room Requirements

#### Staff Office: Two (2) 6 ft. tables with four (4) chairs each. Space should be available on a 24-hour basis during conference dates plus one (1) day before and (1) day after the conference dates. Lockable area is required.

#### Registration: Dedicated, established registration area in conference space or two (2) 6 ft. draped tables with two (2) chairs each will be provided. Space should secure Internet capabilities and be located adjacent to the meeting rooms.

#### Press Room: Small room located near the conference area.

#### General Session Room: Theater-style comfortable seating for up to 300 people. Stage to be in the front of the room. The stage riser must be large enough to accommodate one (1) to (2) standing podiums, for a panel of up to six (6) presenters, and preferably a rear-screen projection with two (2) large screens on either side.

#### Break-out Sessions: Up to three meeting rooms set classroom style or large square for 50-75 individuals to include one (1) standing podium and screen. Rooms may be used for on-site meetings ahead of or during the conference time.

#### Exhibitor Area: Includes up to 20 8’ or 10’ exhibitor tables placed around the perimeter or in rows. Tables to be rectangular tables with cloth and skirt at each station, unless otherwise noted by the exhibitor. Exhibits may require electricity and/or Internet. Exhibitor space must be on an exclusive hold through the event to ensure the table set-ups may remain intact. Space should be large enough to accommodate meeting breaks.

#### Welcome Reception: If property would like to include this in their proposal, the venue should be unique and separate from the conference space. Passed or buffet style for hors d’oeuvres with two (2)-three (3) cocktails bars to accommodate up to 300 individuals or as determined with event staff to make this a fun, energizing, welcoming event. This is a sponsored event that will be planned in cooperation with the sponsor, and host property has first refusal.

#### Breakfast/Lunch/Dinner: Rounds of 8-10 for up to 300, allowing space for stage on riser with one (1) standing podium and large projection screen. This must be a separate space from the General Session room.

### Food and Beverage Requirements

#### The venue must have onsite food and beverage facilities to prepare and serve quality meals for approximately 250-300 delegates.

#### Final guaranteed number of guests will be provided to the hotel three (3) business days prior to the conference dates.

#### Food and beverage minimum expenditure guarantees will be negotiated.

#### The Division of Tourism cannot pay for alcohol, (e.g. wine at dinner). The host venue must be willing to accommodate payment from a third-party organization(s) for alcohol. Alcohol must not be included in the food and beverage guarantees or invoices.

### Audio/Visual Needs

#### Audio/visual capabilities and equipment, e.g., sound, lighting, microphones, projectors, screens, Internet, and telephone lines must be available in all meeting rooms.

#### Complimentary Internet access must be available to attendees in the conference space. If this incurs an additional cost, this must be provided in your response.

#### Venue A/V technician(s) must be available throughout the conference.

### Hotel Signage

#### Event directional signage must be placed throughout the property as needed to guide attendees to meeting rooms. (*refer to 3.1.10* ***Requested Concessions***)

#### Welcome sign on the hotel’s exterior marquee and event information on all internal communications channels may be included. (*refer to 3.1.10* ***Requested Concessions***)

### Setup and Labor Needs

#### Janitorial services, audio/visual services and room setup and teardown must be available in all meeting rooms. Bell service must be available to exhibitors and conference staff/meeting planner for loading in of the exhibits and conference materials.

### Requested Concessions

#### One (1) complimentary guest room for every fifty (50) rooms booked on a cumulative basis.

#### Twenty (20) upgraded rooms for designated VIPs at group rate.

#### Two (2) complimentary suites for designated VIPs.

#### Complimentary Internet/Wi-Fi access in the conference space.

#### Ten (1) complimentary on-call round-trip transfers to and from the Harry Reid International Airport.

#### Event directional signage placed throughout the property as needed to guide attendees to meeting rooms.

#### Minimum one-hour cocktail/dessert reception hosted by the venue. The venue may have an opportunity to welcome/address the attendees during the reception if they choose to sponsor the event.

### Respondents are **required** to submit a site map of the conference space and property itself, along with pictures.

# PROJECT SPECIFIC TERMS AND CONDITIONS

## AWARD OF RELATED CONTRACTS

### The State may undertake or award supplemental contracts for work related to this project or any portion thereof.

#### The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

#### All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

### Products and/or Alternatives

#### Proposing vendors shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor’s system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

#### An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

#### The awarded vendor will be the sole point of contract responsibility. The State will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP.

#### The awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

#### The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form attached in NevadaEPro.

##### 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 will be deemed a breach of contract.

#### The State will not be liable for Federal, State, or Local excise taxes per NRS 372.325.

#### The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170.

##### The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor’s proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process.

##### In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence:

###### The final executed contract, any modifications and clarifications to the awarded vendor’s proposal,

###### The RFP, and

###### The awarded vendor’s response to the RFP.

##### Specific exceptions to this general rule may be noted in the final executed contract.

#### Local governments (as defined in NRS 332.015) are intended third (3rd) party beneficiaries of any contract resulting from this RFP and any local government may join or use any contracting resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195.

##### The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RPF.

#### Pursuant to NRS 613 in connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including with out limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship.

##### The contractor further agrees to insert these provisions on all subcontractors.

# AGENCY SPECIFIC TERMS AND CONDITIONS

## RIGHT TO PUBLISH

### All requests for the publication or release of any information pertaining to this RFP and any subsequent contract must be in writing and sent to the CEO, Division of Tourism.

### No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of the Director of the Division of Tourism or designee.

### As a result of the selection of the contractor to suppl the requested services, the State is neither endorsing or suggesting the contractor is the best or only solution.

### The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of the CEO of the Division of Tourism or designee.

### Throughout the term of the contract, the contractor must secure the written approval of the State prior to the release of any information pertaining to work or activities covered by the contract.

## ADDITIONAL CONSIDERATIONS

### It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

### All costs for travel related to completion of the project must be included in the overall project budget.

### The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

### Upon selection of the host venue, the contract will be discussed and finalized. Any exceptions to the contract and insurance requirement must, however, be included in the proposal.

### It is highly suggested the sample Contract be reviewed by the Venue’s legal counsel prior to submission of proposal.

### The three highest scoring venue responses will be chosen for a site visit by persons designated by the Division of Tourism.

#### The venues will be scored and the results transmitted to State Purchasing as part of the evaluation criteria.

# 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).

### Contract Form

### Insurance Schedule

## PROPOSAL ATTACHMENTS. To be completed and returned.

### Cost Schedule

### Attachments for Signature

#### Vendor Information Response

#### Vendor Certifications

#### Certification Regarding Lobbying

#### Confidentiality and Certification of Indemnification

# 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 1:00 pm on 03/27/2024

#### Answers Posted On or about 04/03/2024

#### Deadline for References No later than 5:00 pm on 0419/2024

#### Deadline Proposal Submission and Opening No later than 1:00 pm on 04/22/2024

#### Evaluation Period (estimated) 04/22/2024 – 05/03/2024

#### Notice of Intent (estimated) On or about 05/06/2024

#### Notice of Award (estimated) On or about 06/03/2024

#### BOE Approval (estimated) 07/09/2024

#### Contract start date (estimated) 07/10/2024

# 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.

#### Conference Space 25

#### Property Attributes 25

#### Experience in performance of comparable engagements 15

#### Demonstrated competence 15

#### Cost and rates 20

### 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

## 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

# 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

#### Proposed Staff Resumes

#### 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.