State of Nevada
Department of Administration
Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Greg Smith
Administrator

SUBJECT:	Amendment 1 to Request for Proposal 2084
RFP TITLE:	Integrated Marketing Agency of Record
DATE OF AMENDMENT:	November 13, 2014
DATE OF RFP RELEASE:	November 5, 2014
OPENING DATE:	November 24, 2014
OPENING TIME:	2:00 PM
CONTACT:	Annette Morfin, Procurement Staff Member

The following shall be a part of RFP 2084. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

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1. The State of Nevada issued an RFP in August. According to the RFP, the Nevada Commission on Tourism is looking for an integrated marketing AOR to support PR and external communications, strategic planning, media buying, advertising, and digital and mobile initiatives. Is this the same need and if so why is the State issuing a new RFP?

   The previous RFP was cancelled.

2. Is the State open to agencies who do not have an office in Nevada?

   Yes. The State is not permitted to give preference to in-state agencies.

3. Does the State of Nevada Purchasing Division want a specific format for the proposal. For example, would you like to have all responses for the sections in the scope of work labeled with the original description from the RFP?

   Within the RFP document; there are instructions as to how to submit your proposal. Refer to Section 9 - Proposal Submission Requirements, Format and Content.

4. Why did you cancel RFP #2081 and reissue as RFP #2084?

   RFP 2081 was cancelled.

5. Is the selection committee for #2084 the same as it was for #2081?

   No

6. Our references submitted reference questionnaires in response to RFP #2081. Will previously submitted reference questionnaires meet reference requirements in #2084, or do we need to ask references to re-submit new reference questionnaires?

You can use the same reference questionnaires. You must indicate which ones from RFP 2081 you want us to use.

7. There are numerous forms that are the same between RFP #2081 and RFP #2084, except for the bid number. Will you accept #2081 forms signed earlier in the #2084 response, or must we re-populate and sign forms?

You would need to re-populate and sign the forms.

8. When we received the notice of cancellation of RFP #2081, we received instructions from a Nevada purchasing officer to submit the response to RFP #2081 and highlight changes to comply to the new requirements in RFP #2084. Please confirm that this tactic is permissible, as it is not mentioned in RFP #2084.

Yes, you would just need to copy/cut/paste with any revisions from RFP 2081 into RFP 2084.

9. Can you tell us why the original RFP was canceled and then reissued as #2084?

Refer to Question 4.

10. Are there preferred methods of compensation to the agency?

The Division of Tourism cannot contract on a retainer basis. Typical forms of compensation are project based.

11. If new/additional platforms or software is needed to execute on strategic plans and initiatives, is additional budget available? Or does that need to be included in the budgets provided?

All acquisitions must come from the budgets provided (except those identified as coming from other budget categories).

12. In sections 1.9.3.7 and 1.9.5.5, the thought isn't finished. May we assume these two sections are meant to articulate that those costs must be included in the budget? For example, in section 1.9.5.5, should the first sentence read "All out-of-pocket expenses for agreed-upon program components [must be included in the overall budget]?"

Yes, all agreed upon out-of-pocket expenses must be included in the overall budget (except those identified as coming from other budget categories).

ALL ELSE REMAINS THE SAME FOR RFP 2084.

Vendor must sign and return this amendment with proposal submitted.

Vendor Name: SkyWire

Authorized Signature:

Title: Contract Coordinator Date: 11-21-14

This document must be submitted in the "State Documents" section/tab of vendors' technical proposal.

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **will not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the Submittal Instructions of this RFP, vendors are requested to submit confidential information in separate binders marked "**Part I B Confidential Technical**" and "**Part III Confidential Financial**".

The State will not be responsible for any information contained within the proposal. Should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information as defined in ***Section 2 "ACRONYMS/DEFINITIONS."***

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part I B – Confidential Technical Information			
YES		NO	X
Justification for Confidential Status			

A Public Records CD has been included for the Technical and Cost Proposal			
YES	X	NO (See note below)	
Note: By marking "NO" for Public Record CD included, you are authorizing the State to use the "Master CD" for Public Records requests.			

Part III – Confidential Financial Information			
YES		NO	X
Justification for Confidential Status			

SkyWire

Company Name

Signature

Jon Grenier

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

ATTACHMENT C – VENDOR CERTIFICATIONS

Vendor agrees and will comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and will not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, will remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, will remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion must be in writing and included in the proposal at the time of submission.

(7) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and will be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor must certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal must be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

SkyWire

Vendor Company Name

Vendor Signature

Jon Grenier

Print Name

Date

This document must be submitted in Tab IV of vendor's technical proposal

SECRETARY OF STATE

STATE OF NEVADA

NEVADA STATE BUSINESS LICENSE

SKYWIRE MEDIA INC.

Nevada Business Identification # NV20051699758

Expiration Date: November 30, 2015

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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on November 18, 2014

ROSS MILLER
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

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. There is no fee for cancellation.