



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
Purchasing Division  
515 East Musser Street, Suite 300 | Carson City, NV 89701  
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Solicitation: 01GO-S2154  
For  
**Website and Graphic Design Professional Services**

Release Date: **09/09/2022**  
Deadline for Submission and Opening Date and Time: **09/30/2022 @ 2:00 pm**

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## **1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT**

1.1. 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).

1.2. 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.

## **2. PROJECT OVERVIEW**

2.1. The State of Nevada Department of Administration, Administrative Services, on behalf of The Office of Science, Innovation and Technology (OSIT) is seeking proposals from qualified vendors to provide Website and Graphic Design Professional Services as described in the scope of work and attachments.

2.2. The State intends to award one (1) contract in conjunction with this Request for Proposals (RFP) in the range of \$50,000 to \$60,000 with the funding awarded being inclusive of all costs needed to complete the scope of work, as determined in the best interests of the State. OSIT shall administer contract(s) resulting from this solicitation. The resulting contract is expected to be for a contract term of four years.

### **2.3. AGENCY BACKGROUND**

2.3.1. The Nevada Governor's Office of Science, Innovation and Technology (OSIT) is the State Broadband Office and is responsible for overseeing and operationalizing [Nevada's Statewide Broadband Connectivity Strategy](#). This strategy identifies five goals: 1) universal access for all Nevadans; 2) ensuring every student is equipped for distance learning; 3) ensuring connectivity for rural telemedicine; 4) making Nevada's broadband infrastructure and workforce an economic development competitive advantage for the State; and 5) expanding the reach of digital equity and inclusion programming.

### **2.4. GOALS AND OBJECTIVES**

2.4.1. Nevada has long been faced with many connectivity challenges but now is presented with many exciting opportunities to bring fast, reliable, affordable broadband service to underserved communities. One such opportunity is new federal funding for broadband provided by the American Rescue Plan Act and the Infrastructure Investment and Jobs Act. Governor Sisolak recently announced over \$500 million in funding for broadband infrastructure as a part of the High Speed NV Initiative. Nevada's goal of universal access to broadband cannot be achieved without a commitment and a plan for digital equity. As plans to realize this goal are made, equity should be the north star guiding public and private partners' actions and investments.

OSIT requests proposals from qualified firms that specialize in website design, maintenance, graphic design, editing, and copy to support OSIT in the creation of a public website. The website will serve as a one-stop-shop for all information about the broadband initiatives of the State. The website will include:

- An explanation of the State's broadband programs.
- A link to the Five-Year Action Plan (developed separately by OSIT).
- Links to public-facing maps in ArcGIS and other related mapping data and information (produced separately by OSIT).
- Information about funding opportunities and links to RFPs.

It is anticipated that the website will be similar in complexity and scope as the Broadband Page of the North Carolina OneMap: <https://www.nconemap.gov/pages/broadband>. It is anticipated that this website will be in operation through the conclusion of the federal funding programs, or about four years. The bulk of the design, creative, and programming work will happen initially with the remaining work being maintenance and small adjustments as needed.

### **2.5. DESIRED QUALIFICATIONS**

2.5.1 Qualified vendors will possess the following:

- Substantial prior experience completing tasks similar to those in the scope of work for state governments or other large public entities.

- Substantial experience and capacity in website design.
- Understanding of the State’s larger infrastructure goals and plans.

### **3. SCOPE OF WORK**

- 3.1. In this RFP, OSIT requires the following services. Bidders, or bidders together with their subcontractors, must be able to provide all the services listed below.
- 3.1.1. Website Design/Creative: Work with OSIT to create a simple but visually appealing website that the State can use to display information about its broadband programs, plans, maps, and funding opportunities. Ideally, look and feel of the website will match other State websites reporting to the public on expenditures of federal infrastructure funding.
- 3.1.2. Website Development/Programming: Once design has been completed, vendor will develop/program website. Include two rounds of revision. OSIT prefers WordPress or a similar platform.
- 3.1.3. Website Maintenance: Provide the website with regular and routine maintenance, including weekly site backups, monthly core/module updates and security checks, monthly malware infection checks and website code optimization, programming adjustments as needed, and periodic support with content changes as requested. Provide OSIT with support in selecting a website host.
- 3.2 Cost Schedule
- 3.2.1 Vendor must provide a firm fixed fee that will cover all costs associated with completing the Scope of Work

### **4. PROPOSAL SUBMISSION REQUIREMENTS**

- 4.1. The following information should be submitted as a part of the proposal. Proposals are limited to 10 pages not including attachments.
- 4.1.1. Bidder’s name and a brief background, including how the bidder meets the minimum criteria outlined in the Desired Qualifications section. If using subcontractors, provide the same information.
- 4.1.2. Describe the bidder’s prior history working with States or other large public entities in areas similar to those outlined in the Scope of Work. Include a description of the qualifications of any proposed subcontractors.
- 4.1.3. List the individuals who will perform each task identified in the Scope of Work. Include a description of qualifications and a brief bio for each individual as an attachment.
- 4.1.4. Respond individually to each section of the Scope of work and describe how the bidder would propose to carry out the identified tasks.
- 4.1.5. Provide an itemized cost breakdown for each task outlined in the Scope of Work (see Section 5.3.1).
- 4.1.6. Provide at least three references that can attest to the bidder’s work in areas similar to those described in the Scope of Work (See Section 9.4).

### **5. ATTACHMENTS**

- 5.1. ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.
- 5.1.1. It is anticipated that the winning bidder will provide the services described in the Scope of Work until the conclusion of the digital equity planning process and the approval of OSIT’s plan by the National Telecommunications and Information Administration. OSIT anticipates making a single award in the range of \$50,000 to \$60,000, with the funding awarded being inclusive of all costs needed to complete the scope of work. OSIT reserves the right to terminate the contract for any reason at any time and will only pay for services verifiably rendered up to termination.
- 5.2. ATTACHMENTS FOR REVIEW. To be read and not returned (unless redlining).
- 5.2.1. Contract Form
- 5.2.2. Insurance Schedule
- 5.3. PROPOSAL ATTACHMENTS. To be completed and returned.
- 5.3.1. Cost Schedule
- 5.3.2. Attachments for Signature

#### A. Vendor Information Response

- B. Vendor Certifications
- C. Certification Regarding Lobbying
- D. Confidentiality and Certification of Indemnification

**6. TIMELINE**

- 6.1. QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.
- 6.2. TIMELINE. The following represents the proposed timeline for this project.
  - 6.2.1. All times stated are Pacific Time (PT).
  - 6.2.2. These dates represent a tentative schedule of events.
  - 6.2.3. The State reserves the right to modify these dates at any time.
    - A. Deadline for Questions.....No later than 2:00 pm on 09/16/2022
    - B. Answers Posted.....On or about 09/20/2022
    - C. Deadline Proposal Submission and Opening.....No later than 2:00 pm on 10/07/2022
    - D. Evaluation Period (estimated).....10/10/2022 – 10/14/2022
    - E. Selection of a Vendor (estimated).....On or about 10/14/2022
    - F. Contract start date (estimated).....10/15/2022

**7. EVALUATION**

- 7.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.
  - 7.1.1. Proposals shall be kept confidential until a contract is awarded.
  - 7.1.2. In the event the solicitation is withdrawn prior to award, proposals remain confidential.
  - 7.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.
  - 7.1.4. Financial stability shall be scored on a pass/fail basis.
  - 7.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.
    - A. Prior History Working with Public Entities on Projects Similar to those Outlined in the Scope of Work.....25
    - B. Knowledge and Expertise of Key Staff Members.....35
    - C. Ability and Plan to Perform the Work Outlined in the Scope of Work.....35
    - D. Cost Factor.....5
  - 7.1.6. Cost proposals will be evaluated based on the following formula.
    - A.  $Cost\ Factor\ Weight \times (Lowest\ Cost\ Submitted\ by\ a\ Vendor / Proposer\ Total\ Cost) = Cost\ Score$

**7.2. NEVADA-BASED BUSINESS PREFERENCE**

- 7.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.
- 7.2.2. Nevada-based business is defined in NRS 333.3352(1).
- 7.2.3. 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.
- 7.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.
- 7.2.5. 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.

**7.3. INVERSE PREFERENCE**

- 7.3.1. 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 81<sup>st</sup> session of the Nevada Legislature.
- 7.3.2. The amount of the inverse preference is correlated to the amount of preference applied in the other state.

- 7.3.3. Vendors who meet this criterion must indicated it on their submitted Quote in NevadaEPro.
- 7.3.4. 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.

## **8. MANDATORY MINIMUM REQUIREMENTS**

- 8.1. Pursuant to NRS 333.311 a contract 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.
- 8.2. 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.
- 8.3. 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).
- 8.4. 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 any claim arising from this Contract."
- 8.5. 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."
- 8.6. 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.
- 8.7. DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.
- 8.8. STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 8.9. 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).
- 8.10. 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.

## **9. CRITICAL ITEMS**

- 9.1. 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.

## 9.2. INSURANCE SCHEDULE

- 9.2.1. 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.
- 9.2.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.
- 9.2.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.
- 9.2.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

## 9.3. SUBCONTRACTORS

- 9.3.1. 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.
- 9.3.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.
- 9.3.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 9.3.4. Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.
  - A. How the work of any subcontractor(s) shall be supervised
  - B. How channels of communication shall be maintained
  - C. How compliance with contracts terms and conditions will be assured
  - D. Previous experience with subcontractor(s)

## 9.4. BUSINESS REFERENCES

- 9.4.1. 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.
- 9.4.2. 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*.
- 9.4.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 9.4.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 9.4.5. Business references will not be accepted directly from proposing vendor.
- 9.4.6. The State will not disclose submitted references, but will confirm if a reference has been received.
- 9.4.7. The State reserves the right to contact references during evaluation.

## 10. SUBMISSION CHECKLIST

- 10.1. 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.
  - 10.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
  - 10.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
  - 10.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
  - 10.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
  - 10.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.

## 10.2. TECHNICAL PROPOSAL

- A. Title Page
- B. Table of Contents
- C. Response to Mandatory Minimum Requirements
- D. Response to Scope of Work
- E. Proposed Staff Resumes

F. Other Informational Material

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

A. Title Page

B. Table of Contents

C. Trade Secret information, cross referenced to the technical proposal

10.4. COST PROPOSAL

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

10.6. SIGNED ATTACHMENTS

A. Vendor Information Response

B. Vendor Certifications

C. Confidentiality and Certification of Indemnification

D. Certification Regarding Lobbying

10.7. OTHER ATTACHMENTS. If necessary, not recommended.

10.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.