



**STATE OF NEVADA  
DEPARTMENT OF ADMINISTRATION  
Purchasing Division  
515 East Musser Street, Suite 300 | Carson City, NV 89701  
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Solicitation:**08DOA-S2839**  
For  
**Web-based Content Management Systems (CMS) Modernization**

Release Date:**05/16/2024**  
Deadline for Submission and Opening Date and Time:**06/13/2024 @ 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. 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).
- 1.3. 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.

## **2. PROJECT OVERVIEW**

- 2.1. The State of Nevada Purchasing Division, on behalf of The Office of the Governor, Office of the Chief Information Officer (OCIO) is seeking proposals from qualified vendors to provide identify and select the most appropriate software vendor(s) for offerings as described in the scope of work and attachments herein related to a web-based Content Management System (CMS)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), as determined in the best interests of the State.OCIO shall administer the contract resulting from this solicitation.The resulting contract is expected to be for acontract term of four years, with an option for two (2), two (2) year renewals, subject to Board of Examiners approval.

### **2.3. AGENCY BACKGROUND**

- 2.3.1. The Office of the Governor, Office of the Chief Information Officer (OCIO) Client Services Unit (CSU) Web Team is responsible for providing and managing the infrastructure and software for State of Nevada agencies using the current Ektron CMS. The CSU Web Team provides development, access, platform, and accessibility training support for the solution. The CSU Web Team directly manages content updates for 14 websites and provides technical assistance for State agency level staff (over 400 currently authorized) managing content for additional websites.

## **3. ATTACHMENTS**

- 3.1. ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

- 3.1.1. Terms and Conditions for Services
- 3.1.2. Terms and Conditions for Goods

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

- 3.2.1. Contract Form
- 3.2.2. Insurance Schedule

- 3.3. PROPOSAL ATTACHMENTS. To be completed and returned.

- 3.3.1. CMS Modernization Scope of Work (SOW)
- 3.3.2. CMS Modernization Technical Questionnaire
- 3.3.3. Cost Schedule
- 3.3.4. Proposed Staff Resume
- 3.3.5. Reference Questionnaire
- 3.3.6. Attachments for Signature

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

**4. TIMELINE**

- 4.1. QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.
- 4.2. TIMELINE. The following represents the proposed timeline for this project.
  - 4.2.1. All times stated are Pacific Time (PT).
  - 4.2.2. These dates represent a tentative schedule of events.
  - 4.2.3. The State reserves the right to modify these dates at any time.

A. Deadline for Questions .....	No later than 5:00 pm on 05/30/2024
B. Answers Posted.....	On or about 06/05/2024
C. Deadline for References.....	No later than 5:00 pm on 06/12/2024
D. Deadline Proposal Submission and Opening.....	No later than 2:00 pm on 06/13/2024
E. Evaluation Period (estimated).....	06/24/2024–07/05/2024
F. Vendor Presentations (if applicable) (estimated).....	07/08/2024–07/09/2024
G. Notice of Intent (estimated).....	On or about 07/10/2024
H. Notice of Award (estimated).....	On or about 07/24/2024
I. BOE Approval (estimated).....	09/10/2024
J. Contract start date (estimated).....	Upon BOE Approval

**5. EVALUATION**

- 5.1. Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.
  - 5.1.1. Proposals shall be kept confidential until a contract is awarded.
  - 5.1.2. In the event the solicitation is withdrawn prior to award, proposals remain confidential.
  - 5.1.3. The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.
  - 5.1.4. Financial stability shall be scored on a pass/fail basis.
  - 5.1.5. Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.
    - A. The vendor has provided compelling evidence that the platform provides the functionality and features required by the State as defined in the Minimum Requirements defined in the RFP. ....40
    - B. The vendor has provided compelling evidence the platform provides the functionality and features required by the State as defined in the Vendor Technical Response Form Content Management tab.....20
    - C. The vendor has provided compelling evidence the platform provides the functionality and features required by the State as defined in the Vendor Technical Response Form Account Services - Security tab .....10
    - D. The vendor has provided compelling evidence the platform provides the functionality and features required by the State as defined in the Vendor Technical Response Form Extensibility-Interoperability tab.....10
    - E. The vendor has provided compelling evidence that it has deep experience in successfully providing delivery and implementation services for public sector website/CMS modernization efforts from developing content strategy, design, branding, and migration of content, to handing off the platform without requiring managed services to support the platform post-project.....10
    - F. The vendor has provided compelling evidence the platform provides the functionality and features required by the State as defined in the Vendor Technical Response Form Support Services tab.....5
    - G. The vendor has provided compelling evidence the platform provides the functionality and features required by the State as defined in the Vendor Technical Response Form Personalization tab .....5
    - H. Cost.....10
  - 5.1.6. Cost proposals will be evaluated based on the following formula.
    - A.  $Cost\ Factor\ Weight\ x\ (Lowest\ Cost\ Submitted\ by\ a\ Vendor\ /\ Proposer\ Total\ Cost) = Cost\ Score$

- 5.2. Presentations
  - 5.2.1. Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.
  - 5.2.2. The State, at its option, may limit participation in vendor presentations to vendors above a natural break in the relative scores from technical and cost scores.
  - 5.2.3. Following the presentations, the combined technical, cost, and presentation scores will become the final score for a proposal.
  - 5.2.4. The State reserves the right to add additional criteria or presentations.
  - 5.2.5. The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.
- 5.3. Presentation Criteria
  - A. Scenario demonstrates coding and testing in a local development environment, followed by a build and migration of code from development, test, and production environments.....20
  - B. Vendor has demonstrated changing a single template and all instances of that template changed across the platform. ....20
  - C. Vendor demonstrated the ability to access servers/database(s) through a web interface. Interface provides performance metrics, and tools to perform actions (e.g. restart) on servers/database(s) via web input or command line tools .....20
  - D. Vendor successfully demonstrated adding an additional webpage, utilizing existing template(s), and publishing example to view on multiple devices with varying screen sizes..... 10
  - E. Vendor successfully demonstrated content manager submitted and obtained approval to publish content; vendor successfully demonstrated content owner rejected submission, content editor revised and resubmitted content, and content owner approved resubmitted content ..... 10
  - F. Vendor successfully demonstrated that product has proactive features to assist content managers in meeting accessibility requirements.....10
  - G. Vendor successfully demonstrated that the product can guide content managers in optimizing the customer journey.....10

**6. MANDATORY MINIMUM REQUIREMENTS**

- 6.1. 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.
- 6.2. 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.
- 6.3. 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).
- 6.4. 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."
- 6.5. 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."

- 6.6. **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.
- 6.7. **DATA ENCRYPTION.** State IT requires that data be encrypted in transit and in rest.
- 6.8. **STATESIDE DATA.** State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 6.9. **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).
- 6.10. **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.

## 7. **CRITICAL ITEMS**

- 7.1. 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.
- 7.2. **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.
- 7.3. **INSURANCE SCHEDULE**
  - 7.3.1. 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.
  - 7.3.2. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract.
  - 7.3.3. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.
  - 7.3.4. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.
- 7.4. **VENDOR BACKGROUND**
  - 7.4.1. Company background/history and why vendor is qualified to provide the services described in this solicitation.
  - 7.4.2. 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.
- 7.5. **VENDOR STAFF RESUMES**
  - 7.5.1. A resume shall be included for each proposed key personnel, see *Proposed Staff Resume*.
  - 7.5.2. A resume shall also be included for any proposed key subcontractor personnel.

## 7.6. SUBCONTRACTORS

- 7.6.1. 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.
- 7.6.2. Proposal should include a completed *Vendor Information Response* form for each subcontractor.
- 7.6.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 7.6.4. 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)

## 7.7. VENDOR FINANCIAL INFORMATION

- 7.7.1. 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.
- 7.7.2. This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.
- 7.7.3. Proposing vendor shall provide the following financial information and documentation:
  - A. Dun and Bradstreet Number
  - B. Federal Tax Identification Number
  - C. The last two (2) full years and current year interim:
    - 1. Profit and Loss Statements
    - 2. Balance Statements

## 7.8. BUSINESS REFERENCES

- 7.8.1. 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.
- 7.8.2. 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*.
- 7.8.3. The purpose of these references is to document relevant experience and aid in the evaluation process.
- 7.8.4. Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.
- 7.8.5. Business references will not be accepted directly from proposing vendor.
- 7.8.6. Business references shall not be requested from the soliciting agency.
- 7.8.7. The State will not disclose submitted references, but will confirm if a reference has been received.
- 7.8.8. The State reserves the right to contact references during evaluation.

## 8. SUBMISSION CHECKLIST

- 8.1. 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.
  - 8.1.1. Proposals must be submitted as a Quote through NevadaEPro, <https://NevadaEPro.com>.
  - 8.1.2. Vendors are encouraged to submit a single file attachment per proposal section if possible.
  - 8.1.3. Technical proposal information and Cost proposal information shall not be included in the same attachment.
  - 8.1.4. Cost proposal attachment shall not be flagged as confidential in NevadaEPro.
  - 8.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.
- 8.2. TECHNICAL PROPOSAL
  - A. Title Page
  - B. Table of Contents
  - C. Response to Mandatory Minimum Requirements
  - D. Response to Critical Items
  - E. Response to Scope of Work
  - F. Proposed Staff Resumes
  - G. Other Informational Material
- 8.3. 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
- 8.4. COST PROPOSAL
- 8.5. VENDOR FINANCIAL INFORMATION. Attachment should be flagged confidential in NevadaEPro.
- 8.6. SIGNED ATTACHMENTS
  - A. Vendor Information Response
  - B. Vendor Certifications
  - C. Confidentiality and Certification of Indemnification
  - D. Certification Regarding Lobbying
- 8.7. OTHER ATTACHMENTS. If necessary, not recommended.
- 8.8. REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.