



Nevada State Purchasing Division
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Request for proposals 30DOE-S3984

Release Date 08/27/2026

Solicitation number 30DOE-S3984

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Soliciting agency State of Nevada Purchasing Division

Contracting agency Nevada Department of Education

Solicitation title Administrator, Office of Assessment, Data, and Accountability Management (ADAM)

Deadline for submissions 10/01/2026

For deaf and hard of hearing, call 711 and ask the relay agency to dial the single point of contact phone number above.

This request for proposals is available at nevadaepro.com as a bid solicitation.

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1. APPLICABLE REGULATIONS GOVERNING PROCUREMENT

- 1.1. **Statute and code.** All applicable [Nevada Revised Statutes \(NRS\)](#) and [Nevada Administrative Code \(NAC\)](#) documentation can be found at: www.leg.state.nv.us/law1.cfm.
- 1.2. **Single point of contact.** Vendors and their representatives shall only contact the single point of contact 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 response per [NAC 333.155\(3\)](#).
- 1.3. **Ethics.** 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, on behalf of the Nevada Department of Education is seeking proposals from qualified vendors to provide the Nevada Student Assessments required by the Every Student Succeeds Act (ESSA). This will include Math and English Language Arts in grades 3-8, Science in 5, 8 and high school, and an alternate assessment designed for students with the most significant cognitive disabilities, as well as additional services as described below and in the scope of work and attachments.
- 2.2. The State intends to award one contract in conjunction with this request for proposals (RFP), as determined in the best interests of the State. Nevada Department of Education shall administer contract(s) resulting from this solicitation.
- 2.3. The resulting contract(s) shall specify an initial contract term of four years, anticipated to begin January, 2027, subject to Board of Examiners (BOE) approval, with an option to renew for two one (1) year extensions, if agreed upon by vendor(s) and in the best interest of the State.
- 2.4. **Contracting agency background**
 - 2.4.1. The Nevada Department of Education (NDE) leads and collaborates with Nevada's 17 School Districts and the State Public Charter School Authority to advance educational equity Statewide. With offices in Carson City and Las Vegas, NDE oversees all pre-K-12 education in the State, working to achieve its mission to improve student achievement and educator effectiveness by ensuring opportunities, facilitating learning, and promoting excellence. Under the leadership of the State Board of Education and the Superintendent of Public Instruction, NDE impacts the achievement of nearly half a million children and 30,000 educators.
- 2.5. **Goals and objectives**
 - 2.5.1. The primary goal of the Nevada State Assessment Request for Proposals (RFP) is to contract with a qualified vendor to administer student assessments that fulfill both federal and state mandates. In accordance with the Every Student Succeeds Act and its state-level codification in Nevada Revised Statutes (NRS) Chapter 390, the selected vendor must ensure compliance with all legal testing requirements. Furthermore, the vendor will be responsible for the alignment of the assessments with the Nevada Academic Content Standards and the Nevada Academic Content Standard Connectors. Ultimately, the objective is to deliver valid and reliable assessments that accurately measure Nevada's academic achievement and provide comprehensive proficiency reporting for students, families, schools, school districts, and the State of Nevada as a whole

3. ATTACHMENTS

- 3.1. **Attachments incorporated by reference.** To be read and not returned.
 - 3.1.1. Terms and conditions for services
- 3.2. **Attachments for review.** To be read and not returned (unless redlining).
 - 3.2.1. Standard form contract
 - 3.2.2. Insurance schedule

3.3. **Attachments for response.** To be completed and returned.

- 3.3.1. Scope of Work
- 3.3.2. NV Data Sharing Agreement
- 3.3.3. Certification regarding lobbying
- 3.3.4. Vendor Information Response Form

4. **TIMELINE**

4.1. **Questions.** All questions regarding this solicitation shall be submitted using the bid Q&A feature at nevadaepro.com.

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.
- 4.2.4. The deadline for submissions is the nevadaepro.com bid opening date and time. Late quotes will not be accepted.

A. Deadline for questions	No later than 5:00 pm on 09/15/2026
B. Answers posted	On or about 09/25/2026
C. Deadline submissions and opening	No later than 2:00 pm on 10/01/2026
D. Evaluation period (estimated)	10/01/2026-10/15/2026
E. Vendor presentations (if applicable) (estimated)	10/15/2026-10/31/2026
F. Notice of intent (estimated)	On or about 11/02/2026
G. Notice of award (estimated)	On or about 12/04/2026
H. BOE approval (estimated)	01/05/2027
I. Contract start date (estimated)	01/05/2027

5. **EVALUATION**

5.1. Evaluation and scoring are conducted in accordance with [NRS 333.335](#) and [NAC 333.160-333.165](#).

- 5.1.1. Responses shall be kept confidential until a contract is awarded.
- 5.1.2. In the event the solicitation is withdrawn prior to award, responses remain confidential.
- 5.1.3. The evaluation committee is an independent committee established to evaluate and score qualitative evaluation factors for the solicitation.
- 5.1.4. The State, at its option, may limit participation in cost scoring, presentations, or both to vendors above a natural break in relative scores.
- 5.1.5. Financial stability shall be scored on a pass or fail basis.
- 5.1.6. Responses shall be consistently evaluated and scored based upon the following factors and relative weights.

A. Project Management	20
B. Functional Technical Requirements	20
C. Standard Alignment	40
D. Cost	20
E. <u>Presentation Factors Below</u>	
F. Demonstrates a student testing platform that is intuitive, engaging, and user friendly.	25
G. Demonstrates ease of pre-assessment activities including rostering students, creating individual and group test sessions, etc.	25
H. Demonstrates a reporting platform and reports that communicate student achievement in an easily understand format.....	25
I. Demonstrates vendor's customer service approach and capacity	25
J. Demonstrates content is based on Nevada Academic Content Standards	25

- 5.1.7. *Cost factor.* The cost factor score will be based on the following equations, unless the subject solicited requires alternative scoring. The highest proposed cost from any vendor and the lowest proposed cost from any vendor will be added together to generate a combined total. For each vendor, that proposed cost will be subtracted from the previously combined total. This number is then divided by the highest proposed cost. The resulting number is multiplied by the cost factor weight to generate a weighted cost score.

- 5.1.8. *Presentations.* The State may require the three vendors receiving the highest scores based on their written responses to participate in presentations. The State reserves the right to establish and apply additional evaluation criteria for the presentations. The State also reserves the right to forego presentations and select the successful vendor(s) based solely on the written responses submitted..
- 5.1.9. *Best and final offers.* Pursuant to [NAC 333.165](#), the State reserves the right to permit revised responses or add criteria to obtain the best offers.

5.2. **Nevada-based business preference**

- 5.2.1. The State awards a five percent (5%) preference to Nevada-based businesses pursuant to [NRS 333.3351 to 333.3356](#), inclusive.
- 5.2.2. Nevada-based business is defined in [NRS 333.3352\(1\)](#).
- 5.2.3. 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.
- 5.2.4. To claim this preference a vendor must indicate it on their vendor account and submitted quote in [nevadaepro.com](#).
- 5.2.5. 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.

6. **MANDATORY MINIMUM REQUIREMENTS**

- 6.1. Pursuant to [NRS 333.311](#) a contract cannot be awarded to a response that does not comply with the requirements listed in this section. Response 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 response, 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. **[nevadaepro.com](#) vendor registration.** Pursuant to [NRS 333.313](#), vendor must be registered at [nevadaepro.com](#) to respond to the solicitation. Vendor information must match *Nevada business license* and [sam.gov](#) entity registration. Vendor information in [nevadaepro.com](#) will be used for contract formation. Email address(es) associated with general mailing address or default bid mailing address (if different from general mailing address) in [nevadaepro.com](#) will be used for formal notifications. If a vendor has a different contact name and email for negotiations, that should be indicated on the title page(s) of their response.
- 6.5. **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\(7\)\(b\)](#). Business license must match [nevadaepro.com](#) vendor registration.
- 6.6. **System for Award Management (sam.gov)** Prior to contract award vendor must hold an active entity registration in [sam.gov](#). Entity registration must match [nevadaepro.com](#) vendor registration.
- 6.7. **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.
- 6.8. **Data encryption and stateside data.** State IT requires that data be encrypted in transit and in rest. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 6.9. **Confidentiality and certification of indemnification**
- 6.9.1. Submitted responses, which are marked confidential in their entirety, or those in which a significant portion of the submitted response is marked confidential shall not be accepted. Pursuant to [NRS 333.333](#), only proprietary information 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 vendor proposals become public information.
- 6.9.2. Vendors shall submit proprietary information and *confidential business information* in separate files, flagged as

confidential in nevadaepro.com. The State shall not be responsible for any information contained within a response; responses shall be released as submitted.

- 6.9.3. By submitting a response vendor acknowledges its responsibility to act in protection of labeled information and agrees to defend and indemnify the State of Nevada for honoring such designation. Failure to so act shall constitute a complete waiver, and all submitted information shall 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.

6.10. Vendor certifications

- 6.10.1. Vendor understands and acknowledges that the representations within their response are material and important and shall be relied on by the State in evaluation of the response. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the response.
- 6.10.2. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State, or municipal laws or regulations concerning discrimination or price fixing. Vendor agrees to indemnify, defend, and hold the State harmless from liability for any such violation.
- 6.10.3. All response terms, including prices, shall remain in effect for a minimum of 180 days after the response due date. In the case of the awarded vendor, all response terms, including prices, shall remain in effect throughout the contract term.
- 6.10.4. The price(s) and amount of this response have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor, or potential vendor. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a response higher than this response, or to submit any intentionally high or noncompetitive response. All responses shall be made in good faith and without collusion.
- 6.10.5. The information included in this response has been arrived at independently and without non-public information obtained from State officials, staff, or their agents.
- 6.10.6. All employees and contractors assigned to the project are authorized to work in this country.
- 6.10.7. Vendor 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 disability of another nature.
- 6.10.8. Vendor has a written policy regarding compliance for maintaining a drug-free workplace.

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 responses. Vendor response should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Responses that fail to sufficiently respond to these items may be considered non-responsive.
- 7.2. **Standard form contract.** The State strongly prefers vendors agree to the terms of the attached *standard form contract* 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 *standard form contract* with their response, with comments justifying the benefit to the State for each requested change. 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. **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."
- 7.4. **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."

- 7.5. **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 redline 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 required insurance. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.
- 7.6. **Vendor background**
- 7.6.1. Provide a background, history, and why vendor is qualified to provide the services described in this solicitation. Background should include, at a minimum, the location(s) of the office(s) that would perform the work and the number of employees locally and in total. History should include, at a minimum, the number of years in business and company headquarters location. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public or private sector. If your company has worked with the State previously, include information about those engagements.
- 7.6.2. *Key personnel.* Provide a resume free of photos or overly stylized formatting for proposed key personnel, whether employed directly or through a subcontractor.
- 7.6.3. *Current or former employees.* If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response, and specify the services that each person shall be expected to perform.
- 7.6.4. *Exclusions.* All conditions and provisions of this solicitation are deemed to be accepted by the vendor and incorporated by reference in the response, except such conditions and provisions that the vendor expressly excludes in the response. Any exclusion shall be in writing and included in the response at the time of submission.
- 7.7. **Subcontractors**
- 7.7.1. 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.
- 7.7.2. Vendor shall disclose all proposed subcontractors. Response should include a *vendor information response* form for each proposed subcontractor.
- 7.7.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 7.7.4. Vendor shall certify that subcontractors comply with *mandatory minimum requirements* except *contract responsibility*.
- 7.7.5. Vendor response 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)
- 7.8. **Confidential business information**
- 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. This information should be submitted as a separate attachment, flagged as confidential in [nevadaepro.com](#).
- 7.8.3. *Dun and Bradstreet number.* Vendor shall provide their Dun and Bradstreet Number.
- 7.8.4. *Financial information.* Vendor shall provide the last two full years and current year interim (a) profit and loss statements and (b) balance statements.
- 7.8.5. *Disclosure.* Vendor shall provide 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.
- 7.8.6. *Conflict of interest.* Vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this solicitation. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a response in response to this solicitation, 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 shall result in

disqualification of a vendor response. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on State vendor selection. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

8. SUBMISSION CHECKLIST

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

8.1.1. Responses must be submitted as a quote through nevadaepro.com.

8.1.2. Vendors are encouraged to submit a single file attachment per section where 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.com.

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. Signed *certification regarding lobbying*

D. Response to *mandatory minimum requirements*

E. Response to *critical items*

F. Response to *scope of work*

G. Other informational material

8.3. **Proprietary information.** If necessary. Attachment should be flagged confidential in nevadaepro.com.

A. Title page

B. Table of contents

C. Trade secret information, cross referenced to the technical proposal (alternatively, a redacted technical proposal and a full confidential technical proposal can be submitted)

8.4. Cost proposal

8.5. **Confidential business information.** Attachment should be flagged confidential in nevadaepro.com.

8.6. **Other attachments.** If necessary, not recommended.