



Nevada State Purchasing Division
Department of Administration
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Request for qualifications 99SWC-S4004
Employee Drug and Alcohol Testing

Release Date	<u>09/08/2026</u>
Solicitation number	<u>99SWC-S4004</u>
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Soliciting agency	<u>Nevada State Purchasing Division</u>
Contracting agency	<u>Statewide Contract</u>
Solicitation title	<u>Employee Drug and Alcohol Testing</u>
Deadline for submissions	<u>10/02/2026</u>

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 qualifications 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 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 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 Nevada State Purchasing Division on behalf of the State of Nevada is seeking proposals from qualified vendors to provide employee drug and alcohol testing services as described below and in the *scope of work* and *attachments*.
- 2.2. The State intends to award multiple contracts in conjunction with this request for qualifications (RFQ), as determined in the best interests of the State. Nevada State Purchasing Division shall administer contract(s) resulting from this solicitation. The resulting contract(s) are expected to be for a contract term of two years, subject to Board of Examiners 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 of Nevada.

3. GOALS AND OBJECTIVES

- 3.1.1. The goals of the State of Nevada Alcohol and Drug Program are to facilitate serving the needs of the citizens of the State of Nevada in the most efficient and professional manner possible and to protect State employees' and the public's safety. The intent of this RFQ is to support these goals through comprehensive availability of services statewide at a reasonable cost.

4. REQUEST FOR QUALIFICATIONS

4.1. RFQ Process

- 4.1.1. The process by which RFQ Responses shall be considered for award under this RFQ consists of two (2) distinct stages.

4.2. First Stage

- 4.2.1. The first stage is a determination of whether or not the vendor qualifies under the set of General Minimum Qualifications. If a vendor is determined to not meet any one of the General Minimum Qualifications, the RFQ response in its entirety shall not be considered for award.

4.3. Second Stage

- 4.3.1. If the vendor meets all the General Minimum Qualifications, the Statement of Qualifications (SOQ) shall then be evaluated to determine if it meets the Technical Minimum Qualifications. RFQ responses that do not contain the required information shall not be considered for award. Each SOQ response shall be reviewed independently in the Technical Minimum Qualification section
- 4.3.2. If the vendor meets all the General and Technical Minimum Qualifications, and is awarded a contract under this RFQ, Vendors will be required to follow the guidelines regarding the bidding process.

5. GENERAL MINIMUM QUALIFICATIONS

- 5.1. Stage One is evaluated on a pass/fail basis. Vendor must address and satisfy every Minimum Qualification identified in this section. A Vendor that fails to demonstrate compliance with any mandatory Minimum Qualification will not advance to Stage Two and will not be considered for award. Only Vendors that pass Stage One will have their Technical Qualifications evaluated.
- A. It is mandatory that the Vendor address and satisfy each component of the General Minimum Qualifications. Failure to address or satisfy any component shall result in disqualification of the Vendor's RFQ Response.
- 5.2. Required Testing Circumstances
- 5.2.1. Vendor must be qualified and capable of providing all six (6) of the following employment-related testing circumstances:
- A. Pre-employment;
 - B. Reasonable suspicion (reasonable belief);
 - C. Return-to-work;
 - D. Follow-up;
 - E. Random; and
 - F. Post-accident/post-incident.
- 5.2.2. For each required testing circumstance, Vendor must identify whether it provides drug testing, alcohol testing, or both, and whether specimen collection and laboratory testing are performed directly or through a subcontractor or third-party provider. A Vendor that cannot provide any one of the six required testing circumstances shall not proceed to the Second Stage and shall not be considered for award.
- 5.2.3. In addition to the six mandatory employment-related testing circumstances, Vendor must identify its capability to provide client testing in accordance with applicable department, division, or program requirements. Detailed client-testing requirements are provided in Section 6.18.
- 5.3. Required Drug Testing Panel
- 5.3.1. Vendor must be qualified and capable of providing screening and confirmation testing for the complete mandatory drug testing panel identified in Attachment [Scope of Work].
- 5.3.2. Vendor must demonstrate its ability to provide all screening and confirmation testing required by the Scope of Work. A Vendor that cannot provide the complete mandatory panel shall not proceed to the Second Stage and shall not be considered for award.
- 5.4. Licenses, Certifications, Accreditations, and Experience
- 5.4.1. Vendor must possess and maintain all business licenses, professional licenses, certifications, permits, and accreditations required to perform the services for which it seeks qualification.
- 5.4.2. Vendor must have a minimum of three (3) years of experience providing employment-related drug and alcohol collection or testing services and must identify where and when this experience was obtained.
- 5.5. Geographic Service Coverage
- 5.5.1. The State intends to establish statewide coverage through one or more cumulative awards. Vendor is not required to provide statewide coverage individually unless otherwise expressly stated in this RFQ. Vendor must identify the locations, services, and periods of availability for which it seeks qualification.
- 5.5.2. Vendor must complete Attachment [Service Locations], and provide a response for every required Nevada location, including locations it cannot serve. Failure to identify coverage for a location will be interpreted as Vendor being unable to provide services for that location.
- 5.5.3. If a proposed testing facility is not located within a listed location, Vendor must provide the facility's physical address and one-way driving distance in miles, from the listed location.

5.5.4. Required Nevada Locations

- A. Austin
- B. Battle Mountain
- C. Boulder City
- D. Carlin
- E. Carson City
- F. Elko
- G. Ely
- H. Eureka
- I. Fallon
- J. Fernley
- K. Gardnerville/Minden
- L. Hawthorne
- M. Henderson
- N. Incline Village
- O. Indian Springs
- P. Jean
- Q. Las Vegas
- R. Laughlin
- S. Lovelock
- T. Mesquite
- U. North Las Vegas
- V. Overton
- W. Pahrump
- X. Pioche/Panaca/Caliente
- Y. Reno
- Z. Sparks
- AA. Silver Springs
- BB. Tonopah
- CC. Virginia City
- DD. Wendover
- EE. Wells
- FF. Winnemucca
- GG. Yerington

5.6. Subcontractors and Third-Party Providers

- 5.6.1. Vendor must disclose whether proposed services will be performed directly or through subcontractors, affiliated laboratories, collection sites, mobile collectors, or other third-party providers and identify the services each proposed provider will perform.

6. TECHNICAL MINIMUM QUALIFICATIONS

- 6.1. Stage Two will be evaluated only for Vendors that successfully pass Stage One. Vendor must provide complete responses demonstrating its technical capability, resources, coverage, and ability to conform to the regulatory, contractual, and performance requirements established in the Scope of Work. Where the State has prescribed a standard, procedure, or regulatory requirement, Vendor shall demonstrate conformity rather than propose an alternative method. Technical responses will be evaluated in accordance with the evaluation methodology established in this RFQ.
 - A. It is mandatory that Vendor address and satisfy each component listed under the Technical Minimum Qualifications. Failure to address or satisfy any component shall result in disqualification of Vendor's RFQ Response.

6.2. Proposed Service Approach

- 6.2.1. Vendor must identify the personnel, collection facilities, laboratories, subcontractors, systems, and other resources it will use and demonstrate that its proposed service structure is capable of conforming to all applicable requirements of the Scope of Work.

6.3. Required Testing Services

- 6.3.1. Vendor must demonstrate its ability to provide each of the six required testing circumstances identified in Section 5.2 in conformity with the applicable requirements of the Scope of Work.

- 6.3.2. Vendor must demonstrate its ability to provide screening and confirmation testing for all substances, drug classes, and applicable metabolites identified in Attachment [Scope of Work] in conformity with applicable Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Health and Human Services/Substance Abuse and Mental Health Services Administration (HHS/SAMHSA), NRS, NAC, and Scope of Work requirements.

6.3.3. Specimen Types and Testing Methodology

- A. Vendor must identify each specimen type it proposes to collect or test, including urine, breath, blood, oral fluid, hair, or other bodily substances, as applicable.
- B. For each proposed specimen type, Vendor must identify:
- C. The collection method;
- D. The initial screening method;
- E. The confirmation-testing method;
- F. The applicable cutoff levels;
- G. The laboratory used;
- H. The anticipated turnaround time; and
- I. The method used to report results.

6.3.4. Alcohol Testing

- A. Vendor must demonstrate its ability to provide alcohol testing in conformity with the requirements established in the Scope of Work and applicable FMCSA, U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA), HHS, NRS, and NAC requirements. Vendor must identify the breath-testing equipment and testing personnel it proposes to use and provide documentation sufficient to demonstrate conformity with applicable requirements.
- B. Vendor must demonstrate its ability to provide breath-alcohol testing and, as an alternative, testing to detect alcohol through a blood draw in accordance with the requirements of the Scope of Work.

6.4. Collection, Chain of Custody, Testing, and Quality Control

- 6.4.1. Vendor must demonstrate that its written procedures for specimen identification, collection, handling, packaging, transportation, chain of custody, screening, confirmation testing, result reporting, record retention, and correction of collection or testing errors conform to applicable FMCSA, HHS/SAMHSA, NRS, NAC, and Scope of Work requirements. Vendor shall identify the standards applicable to its proposed services and provide supporting documentation sufficient to demonstrate conformity.

- 6.4.2. Vendor must demonstrate that its donor-identification, specimen-integrity, and specimen-security procedures conform to applicable regulatory and Scope of Work requirements.

6.4.3. Unsuitable Specimens and Results

- A. Vendor must demonstrate that its procedures for the following specimen or test-result conditions conform to applicable regulatory standards and the Scope of Work:
- B. Diluted;
- C. Adulterated;
- D. Substituted;
- E. Invalid;
- F. Insufficient in quantity;
- G. Lost or damaged; or
- H. Otherwise unsuitable for testing.

6.4.4. Confirmation, MRO Review, and Retesting

- A. Vendor must demonstrate that its confirmation testing, split-specimen testing, Medical Review Officer review, corrected-result processing, cancelled-test processing, and employee retesting procedures conform to applicable law, regulatory standards, and the Scope of Work.

6.4.5. Quality Assurance and Quality Control

- A. Vendor must demonstrate that it maintains a quality-assurance and quality-control program sufficient to ensure continuing conformity with applicable regulatory requirements and the Scope of Work, including controls addressing:
 - B. Monitoring collectors, collection sites, laboratories, and subcontractors;
 - C. Maintaining required licenses, certifications, and accreditations;
 - D. Preventing and detecting collection and testing errors;
 - E. Investigating nonconformities, complaints, and disputed results;
 - F. Implementing and documenting corrective actions;
 - G. Maintaining and calibrating testing equipment;
 - H. Conducting internal reviews or audits; and
 - I. Notifying the State of errors or circumstances affecting test results.

6.5. Personnel and Provider Oversight

- 6.5.1. Vendor must identify the qualifications and responsibilities of personnel who will perform or review services under the resulting contract, including specimen collectors, Breath Alcohol Technicians, laboratory personnel, and Medical Review Officers, as applicable.
- 6.5.2. Vendor must demonstrate its ability to oversee collection sites, laboratories, subcontractors, mobile collectors, and other third-party providers so that all services remain in conformity with applicable regulatory requirements and the resulting contract.

6.6. Confidentiality and Information Security

- 6.6.1. Vendor must demonstrate that its safeguards for confidential employee, medical, testing, and State information conform to applicable HHS/SAMHSA requirements, law, and the Scope of Work. Vendor shall identify the safeguards and provide sufficient information to establish conformity.

6.7. Service Locations and Availability

- 6.7.1. Vendor must complete Attachment [X], Service Locations, and identify every required Nevada location it can serve.
- 6.7.2. For each required location, Vendor must identify:
 - A. Whether service is available;
 - B. The name and physical address of the proposed testing or collection facility;
 - C. Whether services are provided through a fixed facility, mobile testing, on-call provider, or another arrangement;
 - D. The one-way driving distance, in miles, when the proposed facility is not within the listed location;
 - E. Regular operating hours;
 - F. After-hours, weekend, and holiday availability;
 - G. Whether appointments are required;
 - H. Estimated response time; and
 - I. Whether services are provided directly or through a subcontractor or third-party provider.
- 6.7.3. Vendor must identify each location where 24 hours per day, seven days per week, 365 days per year service is available and identify whether such service is provided through a fixed collection site, mobile collection service, on-call provider, or another arrangement.
- 6.7.4. Vendor must describe its procedures for providing reasonable suspicion and post-accident/post-incident services outside regular business hours.
- 6.7.5. Vendor must have an existing network of operational collection providers as of the RFQ Response submission deadline.

6.8. Scheduling, Results Reporting, and Notifications

- 6.8.1. Vendor must describe its process for random, reasonable suspicion, and post-accident/post-incident testing.
- 6.8.2. Vendor must describe its standard turnaround times for negative, non-negative, confirmed positive, and Medical Review Officer-reviewed results.
- 6.8.3. Vendor must describe the system through which authorized State personnel will schedule testing, obtain status information, receive results, and access reports.
- 6.8.4. Vendor must identify each method available for transmitting test results to authorized State entity contacts, including secure web-based systems, encrypted email, or other confidential methods. For each method, Vendor must explain how confidentiality is maintained and how access is restricted to authorized individuals.
- 6.8.5. Vendor must describe its procedures for notifying authorized State personnel of delays, unavailable collection sites, rejected specimens, collection errors, and other circumstances that may affect testing.

6.9. Regulatory Compliance and Required Laboratories

- 6.9.1. Vendor must demonstrate its experience and capability to perform FMCSA-regulated testing in conformity with applicable FMCSA standards and procedures and to perform non-FMCSA applicant and employee testing in conformity with applicable Nevada Revised Statutes, Nevada Administrative Code, HHS/SAMHSA requirements, and the Scope of Work.
- 6.9.2. Vendor must identify each proposed HHS/SAMHSA-certified laboratory and provide current documentation demonstrating its certification.
- 6.9.3. Vendor must identify each proposed Medical Review Officer (MRO) and provide documentation demonstrating the MRO's qualifications and conformity with applicable HHS requirements.
- 6.9.4. Non-FMCSA Policies and Procedures
 - A. Vendor must demonstrate that its policies and procedures for non-FMCSA testing conform to applicable HHS/SAMHSA requirements, Nevada law, and the Scope of Work, including, at a minimum:
 - B. Donor identification and specimen collection;
 - C. Specimen labeling, handling, packaging, and transportation;
 - D. Chain of custody;
 - E. Specimen security and storage;
 - F. Initial and confirmation testing;
 - G. Medical Review Officer review;
 - H. Reporting and dissemination of results;
 - I. Confidentiality and access to records;
 - J. Retention of records and specimens;
 - K. Retesting and split-specimen procedures, when applicable;
 - L. Identification, correction, and reporting of collection or testing errors; and
 - M. Final disposition and disposal of specimens.

6.10. Required Documentation

- 6.10.1. Vendor must provide the following documentation with its Statement of Qualifications:
 - A. Current certification documentation for each proposed HHS/SAMHSA-certified laboratory;
 - B. The name and qualifications of each proposed Medical Review Officer;
 - C. Identification of all proposed laboratories, collection providers, and other third-party providers;
 - D. Documentation or a concise explanation sufficient to demonstrate that Vendor's chain-of-custody and confidentiality procedures conform to applicable regulatory and Scope of Work requirements; and
 - E. A statement confirming Vendor's ability to comply with the applicable contractual and regulatory requirements throughout the term of the resulting contract.

6.11. Employee Services

- 6.11.1. Vendor must explain how it will provide the priority service required by the Scope of Work for employees presented for reasonable suspicion testing, including availability, and expected response time.
- 6.11.2. Vendor must demonstrate its ability to accept payment directly from an employee when the employee is responsible for the cost of return-to-work testing and briefly explain how the employee will access and pay for the required service.

- 6.11.3. Vendor must explain how its procedures will permit an applicant or employee to exercise the right provided under NRS 284.4067 to have the same specimen independently tested, at the individual's expense, by a laboratory of the individual's choice that is certified by the United States Department of Health and Human Services.
- 6.12. Account Management, Billing, and Workers' Compensation
 - 6.12.1. Vendor must demonstrate its ability to establish, maintain, and administer State entity accounts and unique identification codes in conformity with the Scope of Work.
 - 6.12.2. Vendor must demonstrate that its invoicing system can conform to the monthly invoicing requirements of the Scope of Work and must provide a sample invoice showing the required information.
 - 6.12.3. Vendor must demonstrate its ability to route workers' compensation-related invoices and test results in conformity with the Scope of Work.
 - 6.12.4. Vendor must provide a sample workers' compensation-related invoice demonstrating compliance with the workers' compensation billing requirements of this Section.
- 6.13. Expert Testimony and Records
 - 6.13.1. Vendor must demonstrate its ability to provide records, qualified witnesses, affidavits, expert testimony, or other assistance related to administrative proceedings, hearings, litigation, or challenges to test results.
 - 6.13.2. Vendor must identify the qualifications and experience of personnel who may provide expert testimony regarding test results, testing methods, specimen integrity, and preservation of chain of custody.
- 6.14. Quarterly Reporting
 - 6.14.1. Vendor must demonstrate its ability to provide quarterly utilization reports that, at a minimum, separately identify, by State entity:
 - A. The number of tests performed;
 - B. The type of each test performed;
 - C. The cost of the tests performed;
 - D. The total number of positive results; and
 - E. The total number of negative results.
 - 6.14.2. Vendor must provide a sample quarterly report with its Statement of Qualifications.
- 6.15. Custody-and-Control Forms and Electronic Systems
 - 6.15.1. Vendor must confirm its ability to provide preprinted custody-and-control forms for DOT-regulated drug testing.
 - 6.15.2. Vendor must confirm its ability to provide preprinted custody-and-control forms, an electronic custody-and-control system, or both for non-DOT drug testing.
 - 6.15.3. If Vendor proposes an electronic custody-and-control system for non-DOT testing, Vendor must describe:
 - A. How the system operates;
 - B. How authorized users access the system;
 - C. How donor and specimen information is entered and verified;
 - D. How signatures and chain-of-custody events are recorded;
 - E. How corrections are documented;
 - F. How records are secured, retained, and retrieved;
 - G. How the system functions during an outage or other service interruption; and
 - H. How confidentiality and data integrity are maintained.
- 6.16. Implementation Plan
 - 6.16.1. Vendor must provide an implementation plan sufficient to demonstrate its ability to conform to the January 1, 2027, contract-start requirement.
 - 6.16.2. The implementation plan must identify, at a minimum:

- A. Major implementation activities and milestones;
- B. Responsible personnel;
- C. Account and identification-code setup;
- D. Collection site and provider-network activation;
- E. System configuration and authorized-user access;
- F. Testing and validation;
- G. Training and communications;
- H. Transition activities; and
- I. Contingency measures for implementation delays.

6.17. Legal and Regulatory Compliance

- 6.17.1. Vendor must certify that it complies with the Health Insurance Portability and Accountability Act, the Americans with Disabilities Act, and all other applicable federal, State, and local laws and regulations relevant to the services required by this RFQ.

6.18. Coverage and Additional Testing Capabilities

- 6.18.1. Vendor must clearly identify the locations, services, and periods of availability for which it seeks qualification.
- 6.18.2. Vendor must describe its ability to provide client testing and identify:

- A. The types of clients it can test;
- B. The specimen types and testing services available;
- C. Any limitations or exclusions;
- D. The locations where client testing is available;
- E. Whether client-testing accounts can be maintained separately from employment-testing accounts; and
- F. How Vendor will accommodate requirements established by the applicable department, division, or program.

- 6.18.3. Vendor must identify its capability to provide testing for controlled substances or drug classes not included in the mandatory testing panel and demonstrate that any such testing will conform to applicable law, regulatory standards, and the Scope of Work.

- 6.18.4. Vendor must provide a complete list of additional controlled substances, drug classes, and testing panels available. For each additional test or panel, Vendor must identify:

- A. The substance, drug class, or panel name;
- B. The specimen type;
- C. Whether testing may be requested at collection, after the initial screening, or both;
- D. The initial screening method;
- E. The confirmation method;
- F. The applicable cutoff levels;
- G. The clinical or scientific basis for the cutoff levels;
- H. The anticipated turnaround time; and
- I. The separately stated cost.

- 6.18.5. Vendor must provide supporting documentation establishing the cutoff levels and validity of each proposed additional test or panel.

- 6.18.6. Pricing for additional controlled substances, drug classes, and testing panels must be stated separately from the pricing for the mandatory testing panel identified in Section 5.3.

6.18.7. National Collection Coverage

- A. Vendor must identify whether it can provide nationwide access to collection services for testing conducted outside the State of Nevada, including pre-employment testing. If available, Vendor must describe the network used, how out-of-state services are accessed and scheduled, geographic limitations, turnaround expectations, and any additional charges.

6.18.8. FMCSA Program Support

- A. Vendor must identify whether it can provide substance-abuse training for supervisors and employees to comply with applicable FMCSA requirements. Vendor must describe how training would be delivered and, if requested by the State, be prepared to demonstrate the training.
- B. Vendor must identify whether it can provide and administer a DOT random testing pool that State entities may utilize. Vendor must describe eligibility, enrollment, random-selection methodology, scheduling, notifications, recordkeeping, and reporting.
- C. Vendor must identify whether it can provide FMCSA Drug and Alcohol Clearinghouse administration. Vendor must describe the services provided, including applicable query, reporting, recordkeeping, consent, and compliance-support functions.

6.19. Organizational Support and Regulatory Assistance

- 6.19.1. Vendor must state whether it currently has a representative located in Nevada. If so, Vendor must provide the representative's name, title, business location, telephone number, email address, and responsibilities under the proposed contract. A Nevada-based representative is not required for qualification unless otherwise stated in this RFQ.
- 6.19.2. Vendor must provide the name, title, telephone number, and email address of a primary contact who is available to respond to questions Monday through Friday, from 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State holidays.
- 6.19.3. Vendor must describe its process for obtaining and verifying primary-source documentation for applicable licenses, board certifications, laboratory certifications, insurance coverage, and other professional credentials maintained by Vendor and its personnel, laboratories, collection sites, subcontractors, and third-party providers.
- 6.19.4. Vendor must demonstrate its ability to monitor changes to applicable federal drug and alcohol testing laws, regulations, standards, and guidelines; notify the designated DHRM contact of relevant changes; and provide subject-matter expertise concerning the effect of those changes on services under the resulting contract.

7. ATTACHMENTS

- 7.1. Attachments incorporated by reference. To be read and not returned.
 - 7.1.1. Terms and conditions for services
- 7.2. **Attachments for review.** To be read and not returned (unless redlining).
 - 7.2.1. Standard form contract
 - 7.2.2. Insurance schedule
- 7.3. **Attachments for response.** To be completed and returned.
 - 7.3.1. Vendor Qualifications Response
 - 7.3.2. Service Locations
 - 7.3.3. Scope of Work
 - 7.3.4. Cost schedule
 - 7.3.5. Certification regarding lobbying

8. TIMELINE

- 8.1. **Questions.** All questions regarding this solicitation shall be submitted using the bid Q&A feature at nevadaepro.com.
- 8.2. **Timeline.** The following represents the proposed timeline for this project.
 - 8.2.1. All times stated are Pacific Time (PT).
 - 8.2.2. These dates represent a tentative schedule of events.
 - 8.2.3. The State reserves the right to modify these dates at any time.
 - 8.2.4. The deadline for submissions is the nevadaepro.com bid opening date and time. Late quotes will not be accepted.
 - A. Deadline for questionsNo later than 2:00 pm on 09/18/2026
 - B. Answers posted On or about 09/25/2026
 - C. Deadline submissions and openingNo later than 2:00 pm on 10/02/2026
 - D. Evaluation Pass/FailOn or about 10/05/2026 through 10/09/2026
 - E. Notice of intent (estimated) On or about 10/09/2026

F. Notice of award (estimated)..... On or about 10/16/2026
G. BOE approval (estimated) 12/08/2026
H. Contract start date (estimated) 01/01/2027

8.2.5. New vendors can request to be added to this contract on a Quarterly basis. The quarter will be as follows

- A. Deadline for submission and opening04/12/2027 to 04/30/2027 No later than 5:00PM
- B. Deadline for submission and opening07/19/2027 to 07/30/2027 No later than 5:00PM
- C. Deadline for submission and opening 10/08/2027 to 10/29/2027 No later than 5:00PM
- D. Deadline for submission and opening04/17/2028 to 04/28/2028 No later than 5:00PM
- E. Deadline for submission and opening07/17/2028 to 07/28/2028 No later than 5:00PM
- F. Deadline for submission and opening 10/23/2028 to 11/03/2028 No later than 5:00PM

9. MANDATORY MINIMUM REQUIREMENTS

- 9.1. 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.
- 9.2. **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.
- 9.3. **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\(3\)\(a\)](#).
- 9.4. **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.
- 9.5. **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.
- 9.6. **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.
- 9.7. **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.
- 9.8. **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.
- 9.9. Confidentiality and certification of indemnification
 - 9.9.1. 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.
 - 9.9.2. 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.
 - 9.9.3. 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.

9.10. Vendor certifications

- 9.10.1. 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.
- 9.10.2. 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.
- 9.10.3. 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.
- 9.10.4. 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.
- 9.10.5. The information included in this response has been arrived at independently and without non-public information obtained from State officials, staff, or their agents.
- 9.10.6. All employees and contractors assigned to the project are authorized to work in this country.
- 9.10.7. 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.
- 9.10.8. Vendor has a written policy regarding compliance for maintaining a drug-free workplace.

10. CRITICAL ITEMS

- 10.1. 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.
- 10.2. **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.
- 10.3. **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."
- 10.4. **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."
- 10.5. **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.
- 10.6. Vendor background

- 10.6.1. 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.
- 10.6.2. *Key personnel.* Provide a resume free of photos or overly stylized formatting for proposed key personnel, whether employed directly or through a subcontractor.
- 10.6.3. *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.
- 10.6.4. *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.
- 10.7. Subcontractors
- 10.7.1. 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.
- 10.7.2. Vendor shall disclose all proposed subcontractors. Response should include a *vendor information response* form for each proposed subcontractor.
- 10.7.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 10.7.4. Vendor shall certify that subcontractors comply with *mandatory minimum requirements* except *contract responsibility*.
- 10.7.5. 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)
- 10.8. Confidential business information
- 10.8.1. 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](#).
- 10.8.2. This information should be submitted as a separate attachment, flagged as confidential in nevadaepro.com.
- 10.8.3. *Dun and Bradstreet number.* Vendor shall provide their Dun and Bradstreet Number.
- 10.8.4. *Financial information.* Vendor shall provide the last two full years and current year interim (a) profit and loss statements and (b) balance statements.
- 10.8.5. *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.
- 10.8.6. *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.

11. SUBMISSION CHECKLIST

- 11.1. 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.
 - 11.1.1. Responses must be submitted as a quote through nevadaepro.com.
 - 11.1.2. Vendors are encouraged to submit a single file attachment per section where possible.
 - 11.1.3. Technical proposal information and cost proposal information shall not be included in the same attachment.
 - 11.1.4. Cost proposal attachment shall not be flagged as confidential in nevadaepro.com.
 - 11.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.
- 11.2. 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
- 11.3. **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)
- 11.4. Cost proposal
- 11.5. **Confidential business information.** Attachment should be flagged confidential in nevadaepro.com.
- 11.6. **Other attachments.** If necessary, not recommended.