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Request for proposals 44DOC-S3975

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Solicitation number	<u>44DOC-S3975</u>
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Soliciting agency	<u>Nevada Purchasing Division</u>
Contracting agency	<u>Nevada Department of Corrections</u>
Solicitation title	<u>Commissary and Supplemental Services</u>
Deadline for submissions	<u>October 6, 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 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.html
- 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

The Nevada State Purchasing Division, on behalf of the Nevada Department of Corrections (NDOC) is seeking proposals from qualified vendors to provide Commissary & Supplemental services as described below and in the *scope of work* and *attachments*.

- 2.1. The State intends to award (6) contracts associated with this request for proposals (RFP); however, if one (1) vendor can provide all the requested services in conjunction with this request for proposals (RFP), there is the possibility of only one (1) contract. This will be determined by an independently selected evaluation committee as determined in the best interests of the State. The resulting contract (s) expected to be for a contract term of four years, with the possibility of two (1)-year extensions if agreeable to all parties, subject to Board of Examiners approval.

2.2. Contracting agency background

- 2.2.1. NDOC has approximately 10,000 offenders housed in separate facilities located throughout the State.

A. Refer to "Location and Population Schedule"-See Map: which is attached.

2.3. Goals and objectives

- 2.3.1. NDOC reserves the right to add and/or delete facilities, as applicable, for the life of the contract.
- 2.3.2. The awarded vendor(s) are expected to provide services to all applicable facilities.
- 2.3.3. The offender population is subject to change during the life of the contract.
- 2.3.4. Upon award of the contract(s), the awarded vendor(s) are to work with the State's kiosk/tablet vendor to have services outlined in this solicitation, as applicable, available via the kiosk/tablet for easy access by offenders at no cost to NDOC.
- 2.3.5. The awarded vendor(s) must also be registered with the Nevada State Controller's Office. Awarded vendor(s) must have a valid Nevada Business License.

A. Responses must include documentation of compliance with Secretary of State Incorporation and Business License statutes.

- 2.3.6. NDOC is looking for a vendor(s) with technical expertise to provide solutions that reduce manual processes or duplication within the applicable vendor system(s) and the State's systems.

3. SCOPE OF WORK

- 3.1. There are five (5) separate Scopes of Work (SOW), they are as follows:
- 3.2. Commissary Services
- 3.3. Package Program
- 3.4. Warehouse Inventory System
- 3.5. Offender Banking Software and

3.6. Release Debit Card Service

- 3.6.1. The following sections defines the minimum requirements to provide the requested services(s) to NDOC. Vendors may submit a proposal for any or for all the categories listed in the SOW. Vendors must clearly identify in their proposal the category or categories for which they are proposing.

3.7. Commissary Services

- 3.7.1. The Offenders Store Fund (OSF) purchases goods for resale through the commissary locations to the NDOC offenders housed within the state.

- A. The contracted vendor will provide a dedicated account manager who will coordinate with the OSF designee on any matters pertaining to Commissary Services.
- B. Bids should include all key contact personnel.
- C. All funds used to purchase commissary items come from the OSF.

The contracted vendor is expected to provide correctional approved commissary products at a reasonable price.

- D. No vendor substitutions will be allowed for commissary orders placed.

Any vendor additions, changes, or deletions of items available for commissary sale will not be allowed without prior approval of the OSF's designee.

Such changes will be made in writing to the NDOC OSF designee and will become effective only after NDOC approval.

- E. The NDOC reserves the right to add, delete, or modify the commissary items the contracted vendor will provide for the offender population, at its discretion, based upon security considerations and offender needs or requests.

Changes will be made in writing by the NDOC OSF designee to the vendor and will become effective within 30 days or a mutually agreed upon timeline.

- F. A sample of the proposed alternative or new product may be requested prior to NDOC approval.
- G. For current or future item requirements that are not available for purchase through the contracted vendor, NDOC reserves the right to purchase said items from an alternate vendor.

- 1. Said purchases will not invalidate any contract resulting from this RFP.

- H. The contracted vendor will accept orders daily from the OSF designee(s) at all commissary locations for delivery.

- 1. Schedule subject to change.

- I. Orders from the OSF will be processed and deliveries made within six (6) days to the applicable location(s) as listed in the attachment "NDOC Delivery Times".

- J. Contracted vendor's packaging for deliveries to the facilities must conform to the criteria provided by NDOC.

- K. NDOC reserves the right to add, delete, or modify the frequency and locations for deliveries.

- 1. Such changes will be made in writing by the NDOC OSF's designee to the contracted vendor and will become effective within 30 days or a mutually agreed upon timeline.

- L. All delivery personnel are subject to a background check through NDOC prior to entering an NDOC facility.

- 1. Background checks may not apply to third-party deliveries that do not require entrance into the facility.
 - 2. Contracted vendor(s) are required to provide a list of delivery personnel to NDOC.

- M. Proposing vendors are required to provide details of processes in place that ensure delivered product is free of contraband.

- 1. Product is delivered in bulk to NDOC facilities.
 - 2. NDOC staff pulls the orders and distributes to the offenders.

- N. In a good-faith effort to have products unloaded in a timeline manner, NDOC personnel may not notice a problem immediately.
 - 1. In the event that a delivery issue (quality, quantity, etc.) is not detected at the time of delivery, the OSF's designee will contact the contracted vendor account manager and a solution will be agreed upon at that time.
 - 2. Per the State Administrative Manual (SAM) 1520, NDOC personnel have up to five (5) working days to inspect all delivered merchandise and notify the contracted vendor of any discrepancies.
- O. The contracted vendor will provide a minimum of 70 microwaves per quarter, totaling 280 annually, for offender use of commissary products at no cost to NDOC.
 - 1. The number of microwaves is subject to change based upon usage and approved facility requests through the OSF.
 - 2. The OSF's designee will provide the quantity needed on a quarterly basis.
- P. Warranty information is required for all electronic products bid in this solicitation.
 - 1. Information supplied by the vendor regarding all warranties must include but is not limited to:
 - A. Return process,
 - B. Repair process,
 - C. Length of coverage, and
 - D. Any exceptions to standard warranty coverage.
- Q. The contracted vendor(s) must, upon receipt of a recall notice from the manufacturer or USDA, notify the NDOC OSF's designee.
 - 1. The contracted vendor(s) shall pick up defective or recalled products and facilitate timely return of replacement product and/or credit.
 - 2. The contracted vendor(s) should provide a detailed explanation of their product recall program currently established and in use.
- R. Proposing vendors should specify in detail the following:
 - 1. Refund or replacement policy for damaged goods and goods that have expired through no fault of the State.
 - 2. What is your return policy?
 - 3. What is your merchandise replacement policy?
 - 4. How long (average) until credits are processed?
- S. Proposing vendors must provide their customer service policy for resolving product and system concerns.
- T. Proposing vendors must provide maintenance and service plans.

3.8. Technical and Reporting Requirements

- 3.8.1. The contracted vendor will coordinate with the kiosk/tablet vendor to provide Commissary Services electronically to offenders via application on the kiosk/tablet.
 - A. The offenders will complete orders electronically via the kiosk/tablet application.
 - 1. Orders are to be electronically processed and funds deducted from the offender's account automatically.
 - 2. Refunds are electronic and automatically credited to the offender's account in real time.
 - B. For offenders with limited access, lockdown, or if there is a system outage, the contracted vendor must have an alternate method in place at each location requiring minimal staffing to record and process the order requests (scantrons).
 - 1. All equipment and supplies for the alternate method shall be provided to NDOC.

- C. The contracted vendor will be responsible for all interfaces of the ordering and inventory management software to other systems, as applicable.
- D. The contracted vendor will have an office management system that allows the OSF's designee to do the following:
 - 1. Set up NDOC user profiles,
 - 2. Add and de-activate users,
 - 3. Manage inventory,
 - 4. Restrict or limit offender's commissary access, and
 - 5. Ability to run required inventory reporting.
- E. The contracted vendor will be responsible for ensuring all historical NDOC Commissary data is automatically populated and accessible in the Commissary software.
- F. The contracted vendor's inventory software system must include the following:
 - 1. Stock level management for multiple locations,
 - 2. Inventory item categorization,
 - 3. Sales order and purchase order tracking,
 - 4. Internal inventory transfer ability, and
 - 5. Auto-recommendations for restock based on sales history.
- G. Reporting capabilities must accurately reflect items in stock at each facility location.
 - 1. Proposing vendors are requested to submit examples of reports with their solicitation, including but not limited to the following:
 - 2. Inventory by location,
 - A. Total sales by location,
 - B. Cost of goods sold,
 - C. On-hand reporting,
 - D. Inventory adjustments,
 - E. Surcharges/fees/mark-ups by item,
 - F. Vendor receipts, and
 - G. Sales receipts.
 - 3. Proposing vendors may be required to demonstrate their software.

3.9. Pricing/Cost

3.9.1. Included in the pricing schedule which is attached is a list of preferred products.

- A. Proposing vendors may propose alternate items.\
- B. These items must be like items and be of equal or better quality.
- C. Proposing vendors are required to add additional items to the pricing schedule which is attached.
- D. Contracted vendor item pricing must include transportation costs.
- E. Pricing listed as "case price" must also include "price each".
 - 1. Pricing must include delivery and freight charges.
 - 2. The volume provided in "pricing schedule" does not obligate NDOC to purchase items or quantities listed in this solicitation.
- F. All vendor line-item pricing must be FOB destination.
 - 1. The State will not accept any products which are FOB origin.
- G. If bidding on kosher items, proposing vendors must describe in detail any of their current kosher product programs.

- H. The annual price increase, based upon the contract's effective date, will not exceed 2% per year on bulk items for the life of the contract.
 - 1. Any other changes in pricing shall be absorbed by the vendor unless mutually agreed upon by NDOC and the contracted vendor.
 - 2. Price escalation requires documentation from a reliable source and 30 days' notice must be given to NDOC prior to the requested price change.

3.10. Training

- 3.10.1. The contracted vendor will provide training to the authorized NDOC staff personnel at the various facilities and also to the administrative staff.
 - A. Additional training will be provided to authorized NDOC staff at the various facilities assigned during the contract period, at no cost to NDOC.
 - 1. On-site training is preferred by training conducted via video conferencing and/or webinar are acceptable.
 - B. Training manuals will be provided to the authorized NDOC staff at all training meetings at no cost to the NDOC.
 - 1. All training manuals will become the property of the NDOC.

3.11. Payment

- 3.11.1. Contracted vendor will send invoices for payment to each delivery location as identified in "NDOC Delivery Times."
- 3.11.2. The State generally pays within 30 days upon receipt of invoice and agency approval.
 - A. Per the State's policy and procedures, payments are not made prior to receipt of goods.

3.12. Package Program

- 3.12.1. The NDOC offers a package program for eligible offenders.
 - A. The NDOC is responsible for setting the frequency, weight, and dollar amount guidelines that apply to the package program offered to both offenders and family/friends to purchase NDOC approved food and clothing.
 - B. The contracted vendor will provide a dedicated account manager who will coordinate with the OSF designee on any matters pertaining to the package program.
- 3.12.2. No vendor substitutions will be allowed for package orders placed.
 - A. Any vendor additions, changes, or deletions of items available for package program sales may only be allowed with prior approval of the OSF's designee.
 - B. Such changes will be made in writing to the OSF's designee and will become effective only after approval.
- 3.12.3. The NDOC reserves the right to add, delete, or modify the package program items the vendor will provide for the offender population at its discretion, based upon security considerations and offender needs or requests.
 - A. Changes will be made in writing by the NDOC OSF's designee to the contracted vendor and will become effective within 30 days or a mutually agreed upon timeline.
 - B. The contracted vendor shall maintain an adequate inventory to be able to fulfill package requests timely.
 - 1. Food items are expected to have a reasonable shelf life at time of delivery to the facilities.
 - C. The contracted vendor will provide weekly delivery to the facilities listed on "NDOC Delivery Times".
 - 1. The delivery schedule is subject to change.
 - D. The NDOC reserves the right to add, delete, or modify the frequency and locations for deliveries.

1. Such changes will be made in writing by the NDOC OSF's designee to the contracted vendor and will become effective within 30 days or a mutually agreed upon timeline.
- E. All delivery personnel are subject to a background check through NDOC prior to entering an NDOC facility.
 1. Background checks may not apply to third-party deliveries that do not require entrance into the facility.
 2. The contracted vendor is required to provide a list of delivery personnel to NDOC.
- F. All package orders must be pulled and filled using a "blind fill" method where the offender name, number or facility is not reflected on the work order or pick slip.
 1. Offender information is not to be affiliated with the order until the package is sealed.
 2. Proposing vendors are to provide a detailed explanation of how this will be done.
- G. The contracted vendor must have processes in place to ensure the product being delivered to the NDOC facilities is free of contraband.
 1. NDOC staff handles package distribution to the offenders.
 2. Proposing vendors are to provide a detailed explanation of how this will be done.
- H. A manifest detailing the shipment to each facility is to be sent to the OSF's designee via email prior to shipping of the goods.
 1. The list is to be in numerical sequence by:
 - A. Unit number,
 - B. Offender number, and
 - C. Offender name.
- I. The contracted vendor's packaging and palletizing for deliveries to the facilities must conform to the criteria provided by NDOC.
 1. Preference is for the packages to be stacked by unit, followed by sequential offender number.
 2. Multiple unit numbers may be loaded on the same pallet.
- J. The contracted vendor is responsible for sending shipping labels if the offender was in transit at the time of the receipt of the order.
 1. OSF's designee will provide the updated location.
- K. Proposing vendors must provide customer service timelines for resolving product and system concerns.
- L. Proposing vendors are to submit a listing or catalog of current items available for the Food and Clothing Programs with their proposal.
- M. The contracted vendor will be responsible for supplying promotional materials for each unit as each facility and additional materials upon request.
 1. Promotional materials include but are not limited to:
 - A. Food Program Catalogs,
 - B. Clothing Program Catalogs,
 - C. Order forms, and
 - D. Posters.

3.13. Technical and Reporting Requirements

- 3.13.1. The contracted vendor is expected to have a system in place to verify offender eligibility based on unit location and classification level assigned to each facility.

- A. The vendor system must allow for different item choices and limitations for the general population and by custody classification.
- B. The contracted vendor is responsible for verification of offender eligibility before shipping packages.
- C. The package program guidelines are subject to change.
- D. Current guidelines for package program are as follows:
 - 1. Food Program: A limit of one (1) package per quarter with a maximum of \$150.00 or 50 lbs. of product per offender is set for institutions and conservation camps. A limit of one (1) package per month with a maximum of \$100.00 is set for Northern Nevada Transitional Housing and Casa Grande Transitional Housing.
 - 2. Clothing Program: A limit of one (1) package per quarter with a maximum of \$275.00 or 50 lbs. of product per offender is set for institutions and conservation camps. A limit of one (1) package per month with a maximum of \$ 150.00 is set for the Northern Nevada Transitional Housing and Casa Grande Transitional Housing.
- E. **Statement: Dollar amounts and quantities may be subject to change, pending changes in laws and regulations.**
- F. The contracted vendor shall coordinate with the kiosk/tablet vendor to provide the Package Program electronically to offenders via application on the kiosk/table at no cost to NDOC.
 - 1. For family/friends, contracted vendor must provide three (3) ways to order:
 - A. Online
 - B. Phone and
 - C. Mail
- G. The offenders will complete orders electronically via the kiosk/tablet.
 - 1. Orders are to be electronically processed, and funds deducted from the offender's trust account automatically.
 - 2. Refunds are electronic and automatically credited to the offender's trust account in real time.
 - 3. This would replace the manual process of offender package orders requiring forms to be completed and submitted with check requests.
- H. The contracted vendor will be responsible for all interfaces of the ordering through other systems, as applicable, to NDOC.
- I. For offenders with limited access, lockdown, or if there is a system outage, contracted vendor must have an alternate method in place at each location requiring minimal staffing to record and process the order requests.
 - 1. All equipment and supplies for the alternate method will be provided to NDOC.
- J. Price increase, based upon the contract effective date, shall not exceed 2% per year on package program items for the life of the contract.
 - 1. Any other changes in pricing are absorbed by the vendor unless mutually agreed upon by NDOC and the contracted vendor.
 - 2. Price escalation requires documentation from a reliable source and 30 days' notice must be given to NDOC prior to the requested price change.

3.14. Pricing/Cost

3.14.1. All funds used for purchases from the package program come from the offenders and/or family/friends.

- A. It is expected that the contracted vendor will provide NDOC approved products at a reasonable price that allows the contracted vendor to offer a commission amount that provides cash flow for OSF's operating costs. The contracted vendor is to provide a minimum of 20% commission. The contracted vendor is to provide a per package delivery compensation for NDOC for staff handling package distribution and verification. The contracted vendor must provide pricing that includes all delivery and freight charges. The State will not accept any products that are FOB Origin. All item pricing must include delivery and freight charges and be FOB Destination.

All delivery personnel may be subject to a background check through NDOC.

These background checks are required for any persons entering any Nevada Correctional Facility. Contracted vendors will be required to provide an on-going list of delivery personnel to NDOC.

NDOC reserves the right to purchase from a consortium if it is deemed to be in the best interest of the state.

Consortium purchasing will not invalidate any contract resulting from this request for proposal.

3.15. Inmate Banking Software

3.15.1. Contracted vendor of these services will coordinate with other applicable vendor(s) to provide necessary interface and access to offenders of services through the inmate banking system and on the kiosk/tablet with no undue burden upon either vendor.

- A. Interface and access to services on kiosk/tablet.
- B. Contracted vendor will provide a comprehensive Inmate Banking (Trust) Software System with customization capabilities and an Inmate Payroll module in conjunction with the other services listed in the RFP.
 - 1. The contracted vendor will provide Revenue, Expenditure, and Personal Property Fund reconciliation tools and reports to directly support reconciliation of the personal property fund with the state banking system.
 - 2. The contracted vendor will provide reports or functions that may be customized or individualized to the banking department as needed or requested.
- C. The contracted vendor must provide access to the trust(s), savings and debt account(s) balances and activity electronically via the kiosk/tablet to the offenders.
- D. The Inmate Banking software system must have the ability to interface with multiple providers and various services to allow automatic debiting and crediting to offender's accounts.
- E. Services requiring interface may include but aren't limited to:
 - 1. Commissary purchase and refunds,
 - 2. Package programs purchases and refunds,
 - 3. Deposit services,
 - 4. Outside banking,
 - 5. Phone and video visitation purchases,
 - 6. Additional kiosk/tablet application purchases (email, music, etc.), and
 - 7. Release cards
- F. Interface with NDOC Offender Management System for offender number, institution, housing facility, living unit, cell, bed and offender status.
- G. Interface with NDOC outside banking accounts to provide daily check issuance and ability to upload check clearance that complies with bank positive pay functions and assists with bank reconciliation.
- H. Automatic processing of offender purchases and refunds to applicable offender accounts in real time to reflect balance available after posting. Activity including but not limited to:
 - 1. Commissary,
 - 2. Phone,
 - 3. Package Program
 - 4. Email
 - 5. Music and
 - 6. Other additional services resulting from the award of this contract or if contract is awarded to more than one vendor that requires Inmate Banking Processing.
- I. TABLET entertainment products and services.
 - 1. System capability to have multiple trust, savings, and department accounts.

- A. Individual and batch processing of deposits from diverse revenue sources to applicable offender account based upon pre-determined deposit and deduction criteria applicable to NDOC.
- J. Payroll module that allows for input and processing of NDOC offender payrolls based on pre-determined payroll and deduction criteria applicable to NDOC.
- K. Individual and batch processing of offender expenditures requests include:
 - 1. Offender check requests requiring:
 - A. Check printing capability
 - B. Common vendor batching
 - C. Digital authorized signature
 - D. Common vendor database build and access
 - 2. NDOC Sanitation batch functionality, system capability to create, categorize and post debits against applicable offender accounts for payment or debt accrual and to void when applicable.
 - 3. Functionality to create, categorize, adjust and process payments and debt accrual for child support, court fees, and other restitution and to void when applicable.
 - 4. Ability to group and reference activity by specific document numbers.
 - 5. Ability to place holds and/or freezes on offender accounts and funds.
 - 6. Administrative functions including but not limited to:
 - A. GL parameters
 - B. Sanction parameters
 - C. Child support parameters
 - D. Court filing parameters
 - E. Vendor parameters
 - F. Revenue parameters
 - G. Expenditure parameters
 - H. Restitution parameters
 - I. Payroll parameters
 - J. Offender status parameters
 - K. User profile(s), addition/deletion
 - 7. System reports are downloadable in CSV, and/or Excel format for all revenue, expenditure, doc sanction, banking, and account activity. Reports may include but are not limited to: Scheduled reports for end-of-month balances to be sent directly to the banking department via email.
 - A. Date of Date range
 - B. Offender name
 - C. Offender number
 - D. Offender status
 - E. Offender location
 - F. Offender address-current and prior
 - G. Starting balances
 - H. Ending balances
 - I. Specific account type
 - J. Commissary activity
 - K. Banking activity
 - L. Specific revenue type and activity
 - M. Specific expenditure type and activity
 - N. Specific NDOC sanction type and activity
 - O. Specific restitution type and activity
 - P. Release card reconciliation and activity
 - Q. Specific dollar range
 - R. Specific document numbers
 - S. Specific account activity
 - T. 1099 file and form printing

- U. W2 file and form printing
- V. Abandoned property
- W. Offender monthly statements by location
- X. Custom feature to track the amount of each individual offender's debt and end offender's debt upon release, NDOC needs to have access to final debt amount at release to write off.

3.16. Deposit Services

3.16.1. The contracted vendor will provide a deposit services solution that allows family/friends to make deposits to the offender's trust account.

- A. Vendor shall coordinate with applicable vendors and or bank to allow funds to be electronically processed to the offender's account and the balances to reflect on the kiosk/tablet.
- B. Proposing vendor(s) will provide details of deposit services solution including the ability for family/friends to send money via:
 - 1. Online,
 - 2. Phone,
 - 3. Retail walk-in, or
 - 4. Lockbox.
- C. Proposing vendor(s) will not charge a fee for the lockbox option and will provide a schedule of fees and deposit amounts applicable to the family/friends for other deposit options. NDOC will receive a commission for any deposits that have a fee assessed.
- D. The contracted vendor shall assume responsibility for funds processed through the lockbox.
- E. The contracted vendor will provide copies of reporting capabilities for tracking deposits by type.
- F. The contracted vendor shall detail any investigative tools that are available with the deposit services.

3.17. Inventory Management System

3.17.1. The contracted vendor shall provide Inventory/Management system for use at each of our Warehouse locations.

- A. One log for different locations of inventory.
- B. Access to inventory should be restricted to geographical location.
 - 1. Example: NNCC Warehouse does not need access to the inventory for LCC.
 - 2. Upon login, NDOC should only see that location's inventory.

Closed locations should be included in case of reopening.

No access is needed to anything related to the commissary/inmate store.

Warehouse prefers to be able to have the ability to "test" any type of new software at warehouse level prior to implementation.

- C. The Inventory/Fulfillment system shall include these capabilities but not be limited to:
 - 1. Warehouse and store level purchasing and distribution which should include hierarchical or flat distribution models and the ability to group inventory locations into management sets for common pricing and product.
 - 2. The contracted vendor shall provide vendor profiles that include product providers with various product lines or other delivery channel methods, vendor shall provide these additional capabilities but are not limited to:
 - A. Inventory Item Setup
 - B. Store Item Setup
 - C. Purchasing
 - D. Receiving
 - E. Transfers
 - F. Cycle Counts
 - G. Inventory Adjustments
 - H. Fulfillment Options

- I. Cost of Goods Sold, on-hand reporting and audit trail and
 - J. GL Posting of Inventory Transactions
- 3. The contracted vendor should offer software that can be used with inmate banking software and works with kiosks/tablets.
- D. The Inventory Management System will track stock levels according to item attributes such as size, color, lot and serial number etc.
 - 1. The inventory system should alert the warehouse when stock reaches a certain point and trigger a notification to reorder product.
 - 2. The inventory system should track deliveries entered and automatically update inventory quantities.
- E. The Inventory Management System should have the ability to synchronize product levels across multiple locations and different locations having the ability to view quantities in real time.
- F. The contracted vendor shall supply software that offers one login and NDOC can view different locations inventory.
 - 1. Software should also have the ability of changing screen font size so that it is easily readable.
- G. Software should provide at a minimum, but not be limited to, the following reports:
 - 1. QOH Report
 - 2. Charge Outs
 - 3. Item History Report
- H. Software should be able to accommodate transfers in and out from one location to another.
 - 1. System should be able to accommodate new entries of product and have the ability to delete one item line or multiple line items at one time.
- 3.18. Release Debit Card Service/Release Pay
 - A. The contracted vendor shall provide rapid release debit cards and service that interfaces with banking system.
 - 1. NDOC should be able to immediately activate the card and assign a pin for the cardholders.
 - 2. The debit card should be National surcharge free network.
 - 3. NDOC can load the card with as little as \$0.01 or as much as is needed.
- 3.19. Project Specific Terms and Conditions
 - 3.19.1. Vendors must submit a proposal for a minimum of one (1) category and region.
 - A. Proposals submitted that do not submit pricing for a minimum of one (1) category and region will not be accepted.
 - 3.19.2. Regions are as follows:
 - A. Rural Region: Lovelock, Winnemucca, Carlin, Wells, Ely, Pioche and Tonopah
 - B. Southern Region: Las Vegas and Jean facilities
 - C. Northern Nevada: Carson City
 - 3.19.3. Pricing must be listed as “per item”.
 - A. Cost plus will not be acceptable.
 - B. This pricing must include all freight/delivery/handling charges.
 - 3.19.4. The contracted vendor must adhere to the standard NDOC delivery schedule times.

- A. Refer to the attachment for a complete list of these times.
- B. Vendors must list proposed delivery days and frequency of deliveries on the pricing schedule which is attached for each region listed.

3.19.5. Timeliness shall be a weighted factor in the evaluation of the proposal responses for this RFP.

- A. Timeliness includes but is not limited to the length of time for credit or replacement items for damaged or unacceptable product.
 - 1. What is your return policy?
 - 2. How long until credits are processed?
 - 3. What is your merchandise replacement policy?

3.20. Project Specifications

3.20.1. Vendors must submit a proposal for a minimum of one (1) category and region.

- A. Proposals submitted that do not submit pricing for a minimum of one (1) category and region will not be accepted.

4. ATTACHMENTS

4.1. **Attachments incorporated by reference.** To be read and not returned.

- 4.1.1. Terms and conditions for services
- 4.1.2. Terms and conditions for goods
- 4.1.3. Facility Contacts
- 4.1.4. Facility Map

4.2. **Attachments for review.** To be read and not returned (unless redlining).

- 4.2.1. Standard form contract
- 4.2.2. Insurance schedule

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

- 4.3.1. Reference questionnaire
- 4.3.2. Vendor information response
- 4.3.3. Prison Rape Elimination Act Zero Tolerance Policy and Reporting
- 4.3.4. Contractor and Volunteer PREA Questionnaire
- 4.3.5. Contractor Background Check Application
- 4.3.6. Security Regulations Acknowledgement
- 4.3.7. Commissary Cost schedule
- 4.3.8. Commissary Pricing
- 4.3.9. Certification regarding lobbying

5. TIMELINE

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

5.2. **Timeline.** The following represents the proposed timeline for this project.

- 5.2.1. All times stated are Pacific Time (PT).
- 5.2.2. These dates represent a tentative schedule of events.
- 5.2.3. The State reserves the right to modify these dates at any time.
- 5.2.4. 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 5:00 pm on 09/15/2026
- B. Answers posted On or about 09/22/2026

C. Deadline for references.....	No later than 5:00 pm on 10/05/2026
D. Deadline submissions and opening.....	No later than 2:00 pm on 10/06/2026
E. Evaluation period (estimated).....	10/20/2026-11/03/2026
F. Vendor presentations (estimated).....	10/26/2026-10/30/2026
G. Notice of intent (estimated)	On or about 11/04/2026
H. Notice of award (estimated).....	On or about 12/03/2026
I. BOE approval (estimated)	01/12/2027
J. Contract start date (estimated).....	01/12/2027

6. EVALUATION

- 6.1. Evaluation and scoring are conducted in accordance with [NRS 333.335](#) and [NAC 333.160-333.165](#).
- 6.1.1. Responses shall be kept confidential until a contract is awarded.
- 6.1.2. In the event the solicitation is withdrawn prior to award, responses remain confidential.
- 6.1.3. The evaluation committee is an independent committee established to evaluate and score qualitative evaluation factors for the solicitation.
- 6.1.4. The State, at its option, may limit participation in cost scoring, presentations, or both to vendors above a natural break in relative scores.
- 6.1.5. Financial stability shall be scored on a pass or fail basis.
- 6.1.6. Responses shall be consistently evaluated and scored based upon the following factors and relative weights.
- | | |
|---|----|
| A. Demonstrated Competence..... | 25 |
| B. Experience in Performance of Comparable Engagements..... | 25 |
| C. Conformance with the Terms of this RFP..... | 15 |
| D. Expertise and Availability of Key Personnel | 15 |
| E. Cost factor..... | 25 |
| F. Presentation factor #1: Is the vendor able to collaborate and integrate with tablet vendor's software, offering Offenders the ability to place orders for commissary on their tablets? | 25 |
| G. Presentation factor #2: Does the vendor offer an Inventory system that can be customized for each location? ... | 25 |
| H. Presentation factor #3: Does the vendor offer a package program and does the vendor have the capabilities of handling high volume orders and deliveries? | 25 |
| I. Presentation factor #4: Is the vendor able to meet all Inmate Banking requirements and accommodate NDOC special reports in real time? | 25 |
| J. Presentation factor #5: Does the vendor have the ability to provide rapid release ID card service/release pay? Does the vendor have the software capabilities that interface with our banking system | 25 |
- 6.1.7. *Cost factor.* The cost factor score is based on the following equation, 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.
- 6.1.8. *Presentations.* The State may require vendors to make a presentation. The State reserves the right to add additional criteria for presentations. The State reserves the right to forego presentations and select vendor(s) based on written responses submitted.
- 6.1.9. *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. Vendors are encouraged to submit their best offer at time of initial response.

7. MANDATORY MINIMUM REQUIREMENTS

- 7.1. 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.
- 7.2. **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.
- 7.3. **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\(3\)\(a\)](#).

- 7.4. **[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.
- 7.5. **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.
- 7.6. **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.
- 7.7. **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.
- 7.8. **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.
- 7.9. **Confidentiality and certification of indemnification**
 - 7.9.1. Submitted responses, which are marked confidential in their entirety, or those in which a significant portion of the submitted response is marked confidential may 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.
 - 7.9.2. Vendors shall submit proprietary information and *confidential business information* in separate files, flagged as confidential in [nevadaepro.com](#). The State is not responsible for any information contained within a response; responses shall be released as submitted.
 - 7.9.3. 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.
- 7.10. **Vendor certifications**
 - 7.10.1. Vendor understands and acknowledges that the representations within their response are material and important and are relied on by the State in evaluation of the response. Any vendor misrepresentations can be treated as fraudulent concealment from the State of the true facts relating to the response.
 - 7.10.2. 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.
 - 7.10.3. 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.
 - 7.10.4. 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.
 - 7.10.5. The information included in this response has been arrived at independently and without non-public information obtained from State officials, staff, or their agents.
 - 7.10.6. All employees and contractors assigned to the project are authorized to work in this country.
 - 7.10.7. 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.

- 7.10.8. Vendor has a written policy regarding compliance for maintaining a drug-free workplace.

8. CRITICAL ITEMS

- 8.1. 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.
- 8.2. **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.
- 8.3. **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."
- 8.4. **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."
- 8.5. **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.
- 8.6. **Vendor background**
- 8.6.1. 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.
- 8.6.2. *No marketing material desired.* Unnecessarily elaborate brochures or other presentations beyond those requested and sufficient to present a complete response are not desired.
- 8.6.3. *Key personnel.* Provide a resume free of photos or overly stylized formatting for proposed key personnel, whether employed directly or through a subcontractor.
- 8.6.4. *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 is performing or producing the services which you shall be contracted to provide under this contract, you must disclose the identity of each such person in your response, and specify the services that each person shall be expected to perform.
- 8.6.5. *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.

8.7. Subcontractors

- 8.7.1. 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.
- 8.7.2. Vendor shall disclose all proposed subcontractors. Response should include a *vendor information response* form for each proposed subcontractor.
- 8.7.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 8.7.4. Vendor shall certify that subcontractors comply with *mandatory minimum requirements* except *contract responsibility*.
- 8.7.5. 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)

8.8. Confidential business information

- 8.8.1. 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](#).
- 8.8.2. This information should be submitted as a separate attachment, flagged as confidential in [nevadaepro.com](#).
- 8.8.3. *Dun and Bradstreet number*. Vendor shall provide their Dun and Bradstreet Number.
- 8.8.4. *Financial information*. Vendor shall provide the last two full years and current year interim (a) profit and loss statements and (b) balance statements.
- 8.8.5. *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.
- 8.8.6. *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.
- 8.8.7. *Client references*
 - A. Vendor may be asked to provide *reference questionnaire* attachment to client references from similar projects performed for private or public sector clients within the last five years.
 - B. The *single point of contact* may receive up to three complete *reference questionnaire* documents directly from the client references via email, if determined to be required for evaluation of the work solicited.
 - C. The purpose of these references is to document relevant experience and aid in the evaluation process.
 - D. *Reference questionnaire* will not be accepted directly from proposing vendors.
 - E. Client references are not to be requested from the contracting agency.
 - F. The State will not disclose client references, but may confirm the quantity of *reference questionnaires* received.
 - G. The State reserves the right to contact client references during evaluation or negotiations.

9. SUBMISSION CHECKLIST

- 9.1. This section identifies documents that vendors can submit to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 9.1.1. This is a general request for most solicitations. There may be additional instructions within the body of the solicitation that require scope specific response documents. Vendors are encouraged to thoroughly review all requirements.
 - 9.1.2. Responses must be submitted as a quote through [nevadaepro.com](#).
 - 9.1.3. Vendors are encouraged to submit a single file attachment per section where possible.
 - 9.1.4. Technical proposal information and cost proposal information are not to be included in the same attachment.
 - 9.1.5. Cost proposal attachment needs to be a not be flagged as confidential in [nevadaepro.com](#).

9.1.6. Additional attachments may be included, but are discouraged and should be kept to a minimum.

9.2. **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

9.3. **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)

9.4. **Cost proposal**

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

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

9.7. **Client references.** Not submitted directly by vendor.