

**STATE OF NEVADA**

**DEPARTMENT OF ADMINISTRATION**

**Purchasing Division**

**515 East Musser Street, Suite 300 │ Carson City, NV 89701**

**Phone: 775-684-0170 │ Fax: 775-684-0188**

Solicitation: **30DOE-S2586**

For

**Nevada Kindergarten Entry Assessment**

Release Date: **02/08/2024**

Deadline for Submission and Opening Date and Time: **03/14/2024 @ 2:00 pm**

Single point of contact for the solicitation:

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# APPLICABLE REGULATIONS GOVERNING PROCUREMENT

## All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: [www.leg.state.nv.us/law1.cfm](http://www.leg.state.nv.us/law1.cfm).

## SINGLE POINT OF CONTACT. Vendors and/or their representatives shall only contact the single point of contract or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a proposal per NAC 333.155(3).

## 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.

# PROJECT OVERVIEW

## The State of Nevada Purchasing Division, on behalf of Student Achievement Division, Office of Early Learning and Development is seeking proposals from qualified vendors to provide Nevada Kindergarten Entry Assessment services as described in the scope of work and attachments.

## The State intends to award one (1) contract in conjunction with this Request for Proposals (RFP), as determined in the best interests of the State. Student Achievement Division, Office of Early Learning and Development shall administer a contract resulting from this solicitation. The resulting contract is expected to be for a contract term of four years, subject to Board of Examiners approval.

## The purpose of this Request for Proposal (RFP) is to enter into a professional service contract with a qualified Vendor, registered with the state of Nevada, to work in conjunction with Nevada Department of Education Office of Early Learning and Development (NDE OELD) to develop a new Nevada Kindergarten Entry Assessment (KEA). It is anticipated that this RFP will result in a contract award to a single Vendor. This RFP is designed to provide interested Vendors with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a proposal’s content or exclude any relevant or essential data.

### Anticipated project start date is February 2024 and end date of February 2028, depending on BOE approval dates for 2024 (yet to be released as of 10/2/23).

### This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the work. While these dates are subject to change, prospective Vendors must be prepared to meet them as they currently stand.

### Once awarded, the term of the Contract will be from the contract start date (pending BOE approval) through four calendar years beyond the same month/day. The State may solely renew this Contract at the discretion of NDE for a period of one month. Any future renewals will be by mutual agreement between the Contractor and NDE for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed 4 years and are subject to and contingent upon the discretionary decision of the Nevada General Assembly to appropriate funds for this Contract in each new biennium. NDE may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agency.

## AGENCY BACKGROUND

### Currently, the Nevada Department of Education serves 770 public schools, consisting of 394 elementary schools. Forty-seven percent of elementary schools in Nevada are located in rural areas.

### Effective July 1, 2023, Nevada regulation NRS 388.157 – 3 requires the Nevada Department of Education to adopt regulations that prescribe procedures for assessing the development of early learning domains of a pupil enrolled in kindergarten within the first 45 days of the school year. This regulation requires that: 1) such an assessment be administered to each incoming kindergarten pupil at the beginning of the school year, except a pupil who enrolls more than 45 school days after the school year has begun; and 2) the scores from those assessments be entered into a designated data entry system. The results collected from the KEA are beneficial for state policy, resource decisions, and for Local Education Agencies (LEAs). The results that are received from the KEA allow educators to determine intervention strategies and instructional supports and allows for monitoring progress over time through a longitudinal data set.

### The state of Nevada believes that the purpose of the Kindergarten Entry Assessment is to provide essential information regarding where students are on the developmental continuum when entering kindergarten to all stakeholders at the local, state, and regional levels. State Officials, District Leaders, and School Officials will use the Kindergarten Entry Assessment to learn about a child’s level of readiness for kindergarten, enabling programmatic decision-making at the school, district, and state levels. Educators can use the KEA to inform areas of strength and areas of growth for each student.

### During the 2024 – 2025 school year, the Kindergarten Entry Assessment will assess approximately 31,951 Nevada kindergarten students, with 1,412 kindergarten educators administering the assessment.

### The Nevada Department of Education Office of Early Learning and Development (NDE OELD) values and supports the practices associated with early childhood assessments and is seeking a Vendor to support the implementation of the Kindergarten Entry Assessment with the following principles in mind:

#### The assessment is aligned with *Nevada’s Pre-Kindergarten Standards (revised 2023)* and Read by Grade 3 requirements.

#### The assessment is designed to be accessible to children with various background experiences and developmental needs, while assessing the five domains of school readiness: language and literacy development (specifically early literacy skills), approaches towards learning, cognition, and general knowledge, including math and science, physical well-being and motor development, social and emotional development.

#### The assessment is linked to state longitudinal data systems that allow for consistent and meaningful reporting at various levels (i.e., state, district, school, class, student, and family).

#### The assessment is developed in a framework of theory, research and best practice that ensures reliability and validity.

### The schedule for the Project is given below and is subject to change by NDE at any time. If NDE changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement website area for this RFP. The announcement will be followed by an addendum to this RFP, also available through the State Procurement Website. After the Proposal due date and before the award of the Contract, NDE will make scheduled changes through the RFP addendum process. NDE will make changes to the Project schedule after the Contract award through the change order provisions located in the general terms and conditions of the Contract. It is each prospective Vendor’s responsibility to check the website question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No Contact shall be made with agency/program staff until the contract award is announced.

### There are references in this RFP to the Proposal due date. Prospective Vendor’s must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Las Vegas, Nevada local time) that the Proposals are due. Proposals received after 2:00 p.m. PDT. on the due date will not be evaluated.

## The goal of the RFP process is to help the state develop a formative, valid, and reliable Kindergarten Entry Assessment tool, that will align with the *Nevada Pre-Kindergarten Standards (revised 2023)* and correlate with Nevada’s Read by Grade 3 requirements. The Kindergarten Entry Assessment will assess all the five essential domains of a child’s school readiness, including:

#### Language and literacy development, specifically early literacy skills

#### Approaches towards learning

#### Cognition and general knowledge, including math and science

#### Physical well-being and motor development

#### Social and emotional development

## NDE has the following objectives that it wants this work to fulfill, and it will be the Vendor’s obligation to ensure that the personnel the Vendor provides are qualified to perform their portion of the work.

### The Nevada Department of Education Office of Early Learning and Development (NDE OELD) is seeking a Vendor to provide Nevada with a new KEA tool and support the implementation and data management of the KEA. The awarded Vendor will be instrumental in providing a statewide coordinated effort of professional development, assessment infrastructure and a consistent process of statewide collaboration and networking.

### Contractors will be expected to meet the following objectives:

#### Supply materials for the new Nevada KEA to all kindergarten teachers and schools across Nevada.

#### Support the implementation of Nevada’s Kindergarten Entry Assessment, which fulfills all requirements for a Kindergarten Entry Assessment as specified by the State of Nevada.

#### Implement professional development training, technical assistance, and methods of use for the Kindergarten Entry Assessment that includes a variety of professional development approaches and formats.

#### Provide guidance on assessment practices that are inclusive of diverse student populations including students with disabilities and students who are multilingual learners.

#### Deploy, manage, and maintain a comprehensive assessment data infrastructure that accommodates the Kindergarten Entry Assessment.

# ATTACHMENTS

## ATTACHMENTS INCORPORATED BY REFERENCE. To be read and not returned.

### Terms and Conditions for Services

### Terms and Conditions for Goods

### Project/Agency Specific Terms and Conditions

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

### Scope of Work

### Contract Form

### Insurance Schedule

### NV Data Sharing Agreement

### Executive Summary Pre-Kindergarten Standards

### NV Pre-K Standards

## PROPOSAL ATTACHMENTS. To be completed and returned.

### Cost Schedule

### Proposed Staff Resume

### Reference Questionnaire

### Attachments for Signature

#### Vendor Information Response

#### Vendor Certifications

#### Certification Regarding Lobbying

#### Confidentiality and Certification of Indemnification

# TIMELINE

## QUESTIONS. All questions regarding this solicitation shall be submitted using the Bid Q&A feature in NevadaEPro.

## TIMELINE. The following represents the proposed timeline for this project.

### All times stated are Pacific Time (PT).

### These dates represent a tentative schedule of events.

### The State reserves the right to modify these dates at any time.

#### Deadline for Questions No later than 5:00 pm on 02/22/2024

#### Answers Posted On or about 02/29/2024

#### Deadline for References No later than 5:00 pm on 03/01/2024

#### Deadline Proposal Submission and Opening No later than 2:00 pm on 03/14/2024

#### Evaluation Period (estimated) 03/01/2024 – 03/21/2024

#### Notice of Intent (estimated) On or about 03/21/2024

#### Notice of Award (estimated) On or about 03/28/2024

#### BOE Approval (estimated) 05/14/2024

#### Contract start date (estimated) 05/14/2024

# EVALUATION

## Evaluation and scoring are conducted in accordance with NRS 333.335 and NAC 333.160-333.165.

### Proposals shall be kept confidential until a contract is awarded.

### In the event the solicitation is withdrawn prior to award, proposals remain confidential.

### The evaluation committee is an independent committee established to evaluate and score proposals submitted in response to the solicitation.

### Financial stability shall be scored on a pass/fail basis.

### Proposals shall be consistently evaluated and scored based upon the following factors and relative weights.

#### Vendor Point Allocation 780

### Cost proposals will be evaluated based on the following formula.

#### Cost Factor Weight x (Lowest Cost Submitted by a Vendor / Proposer Total Cost) = Cost Score

### General information/Comments

#### Resumes of key personnel should include the person in charge of running/facilitating professional development and technical assistance.

#### The evaluation committee will need to have a clear view of what the assessment is like for the student. This includes how is the assessment done, how long does it take to complete, and most importantly what questions/prompts/skills are being asked or observed. Our review committee will need to see a good portion of the assessment (sample questions, video a demo account, etc.) so they can make an informed decision about the student experience and expectations. Please include this where it fits within the RFP.

#### Vendors can design their proposals in the order of the weighted evaluative criteria. To aid the committee in ease of scoring.

#### 

## NEVADA-BASED BUSINESS PREFERENCE

### The State awards a five percent (5%) preference to Nevada-based businesses pursuant to NRS 333.3351 to 333.3356, inclusive.

### Nevada-based business is defined in NRS 333.3352(1).

### The term ‘principal place of business’ has the meaning outlined by the United States Supreme Court in Hertz Corp v. Friend, 559 U.S. 77 (2010), typically meaning a business’s corporate headquarters.

### To claim this preference a vendor must indicate it on their vendor account and submitted Quote in NevadaEPro.

### This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

## INVERSE PREFERENCE

### The State applies an inverse preference to vendors that have a principal place of business in a state other than Nevada and that state applies an in-state preference not afforded to Nevada based vendors, pursuant to AB28 passed in the 81st session of the Nevada Legislature.

### The amount of the inverse preference is correlated to the amount of preference applied in the other state.

### Vendors who meet this criterion must indicated it on their submitted Quote in NevadaEPro.

### This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis.

# MANDATORY MINIMUM REQUIREMENTS

## Pursuant to NRS 333.311 a contract cannot be awarded to a proposal that does not comply with the requirements listed in this section. Proposal shall include confirmation of compliance with all mandatory minimum requirements.

## 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.

## NO BOYCOTT OF ISRAEL. Pursuant to NRS 333.338, the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).

## 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 anyclaim arising from this Contract."

## 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."

## 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.

## DATA ENCRYPTION. State IT requires that data be encrypted in transit and in rest.

## STATESIDE DATA. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.

## 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).

## DISCLOSURE. Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.

# CRITICAL ITEMS

## In addition to the *Scope of Work* and *Attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring the proposal. Vendor proposal should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Proposals that fail to sufficiently respond to these items may be considered non-responsive.

## CONTRACT FORM*.* The State strongly prefers vendors agree to the terms of the attached *Contract Form* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *Contract Form* with their proposal response. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

## 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 red line 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 the required insurance coverages.

### Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

## VENDOR BACKGROUND

### Company background/history and why vendor is qualified to provide the services described in this solicitation.

### Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public and/or private sector.

## VENDOR STAFF RESUMES

### A resume shall be included for each proposed key personnel, see *Proposed Staff Resume.*

### A resume shall also be included for any proposed key subcontractor personnel.

## SUBCONTRACTORS

### 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.

### Proposal should include a completed *Vendor Information Response* form for each subcontractor.

### Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

### Vendor proposal shall identify specific requirements of the project for which each subcontractor shall perform services.

#### How the work of any subcontractor(s) shall be supervised

#### How channels of communication shall be maintained

#### How compliance with contracts terms and conditions will be assured

#### Previous experience with subcontractor(s)

## VENDOR FINANCIAL INFORMATION

### 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.

### This information should be submitted as a separate attachment, flagged as confidential in NevadaEPro.

### Proposing vendor shall provide the following financial information and documentation:

#### Dun and Bradstreet Number

#### Federal Tax Identification Number

#### The last two (2) full years and current year interim:

###### Profit and Loss Statements

###### Balance Statements

## BUSINESS REFERENCES

### 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.

### Vendors shall provide a minimum of three (3) business references from similar projects performed for private and/or public sector clients within the last five (5) years, see *Reference Questionnaire*.

### The purpose of these references is to document relevant experience and aid in the evaluation process.

### Business references should return *Reference Questionnaire* directly to Single Point of Contact via email.

### Business references will not be accepted directly from proposing vendor.

### Business references shall not be requested from the soliciting agency.

### The State will not disclose submitted references, but will confirm if a reference has been received.

### The State reserves the right to contact references during evaluation.

# SUBMISSION CHECKLIST

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

### Proposals must be submitted as a Quote through NevadaEPro, [https://NevadaEPro.com](https://nevadaepro.com/).

### Vendors are encouraged to submit a single file attachment per proposal section if possible.

### Technical proposal information and Cost proposal information shall not be included in the same attachment.

### Cost proposal attachment shall not be flagged as confidential in NevadaEPro.

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

## TECHNICAL PROPOSAL

#### Title Page

#### Table of Contents

#### Response to Mandatory Minimum Requirements

#### Response to Critical Items

#### Response to Scope of Work

#### Proposed Staff Resumes

#### Other Informational Material

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

#### Title Page

#### Table of Contents

#### Trade Secret information, cross referenced to the technical proposal

## COST PROPOSAL

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

## SIGNED ATTACHMENTS

#### Vendor Information Response

#### Vendor Certifications

#### Confidentiality and Certification of Indemnification

#### Certification Regarding Lobbying

## OTHER ATTACHMENTS. If necessary, not recommended.

## REFERENCE QUESTIONNAIRES. Not submitted directly by vendor.