

**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: 61GCB-S2715

For

**EQUINE VETERINARIAN**

Release Date: **03/01/2024**

Deadline for Submission and Opening Date and Time: **03/26/2024 @ 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 the Nevada Gaming Control Board (GCB) is seeking proposals from qualified vendors to provide equine veterinary services as described in the scope of work and attachments.

## Vendors will be required to provide services in Ely and Elko, Nevada. Ely races the third weekend in August for two (2) - three (3) days; and the Elko County Fair Board requests six (6) race days per year. Elko will run four (4) days through the Labor Day weekend, and two (2), possibly three (3) days the weekend proceeding the Labor Day weekend. Additional days of service may be required as necessary for event preparation, horse and specimen testing, coordination with Gaming Control Board Enforcement staff, coordination with local event staff, and attendance at any hearing or disciplinary proceedings. The awarded vendor must be a large animal veterinarian licensed to practice in the State of Nevada pursuant to NRS 638.

## The Nevada Gaming Control Board will administer contract resulting from this RFP. The resulting contract will be for an initial contract term of four (4) years, anticipated to begin July 1, 2024, subject to Board of Examiner approval.

# SCOPE OF WORK

The State Veterinarian is responsible to the Nevada Gaming Control Board for providing equine veterinary services at all race meets in accordance with NRS 466 and Regulation 30 of the Nevada Gaming Commission and Nevada Gaming Control Board.

The primary function of the State Veterinarian is to oversee the health, welfare, and ability of the horses to compete fairly in a legal and safe manner. In order to accomplish this, the State Veterinarian must be involved with several tasks prior to, and following, the actual running of a race.

## The qualifications and duties of the State Veterinarian include, but are not necessarily limited to the following:

### Must be a large animal veterinarian licensed to practice in the State of Nevada pursuant to NRS 638. Copy of license required to be submitted with response.

### The State Veterinarian must employ and compensate qualified personnel to assist in collection of sample specimens. The employees must be licensed to practice in this state pursuant to NRS Chapter 638. They must be of good character and reputation, familiar with their duties, and capable of performing the duties of the job. All employees must also be in good standing and not under suspension or ineligible in any racing jurisdiction. The State Veterinarian is reimbursed the cost of employing test barn personnel.

### Shall supervise the collection, security and shipment of sample specimens according to procedures approved by the Board, including maintaining a chain of custody, completing the required paperwork, and providing proper safeguards to prevent tampering, confusion, or contamination of the sample specimens. All specimens (blood and urine) are sealed, labeled, and inventoried with a corresponding tag. The State Veterinarian should provide locks for all freezers, and shipping coolers to comply with this requirement.

### Shall have an approved and licensed laboratory conduct analyses of submitted specimens for substances recommended by the State Veterinarian. All laboratory charges will be reimbursed at actual cost. Proof of cost must be submitted to and approved by the State before payment will be made.

#### The laboratory must meet the following staffing and testing capabilities to be approved:

##### Should be headed by a PhD-level chemist or toxicologist,

##### Staff must include one (1) or more chemists with membership in the Association of Official Racing Chemists (AORC),

##### Laboratory must be capable of direct instrumental analysis,

##### Laboratory must be capable of performing immunoassay testing,

##### Laboratory must be capable of performing thin layer chromatography,

##### Laboratory must be capable of quantification of permitted medications, and

##### Laboratory must be capable of testing blood and urine.

### Vendor must include in their proposal the name and address of the laboratory intended to be used. The Gaming Control Board shall review and approve staffing and testing capabilities before use of any laboratory.

### Shall provide proper safeguards in the handling of all laboratory specimens to prevent tampering, confusion or contamination.

### Be responsible for the conduct of horses and their attendants in the receiving and detention barn.

### At a time designated by the Board of Stewards, shall be available to the Racing Secretary and/or other Board of Stewards personnel prior to scratch time each racing day, to inspect any horses and report on their condition as may be requested by the Board of Stewards;

### Maintain a list of all horses which are determined to be unfit to compete in a race due to physical distress, unsoundness, infirmity or medical condition.

### Must be present in the paddock during the saddling and on the racecourse during the parade.

### Examine every horse entered in a race.

### Examine any horse which appears to be in physical distress at the finish of a race and give to the Board of Stewards his/her expert opinion as to the cause of the distress.

### May treat any horse in the event of an emergency, accident or injury with the implied or actual consent of the owner or trainer, humanely destroy any horse which, in his/her opinion, is so seriously injured that it is in the best interest of the horse to do so;

### Provide daily drug violation reports and a written report at the end of each racing season detailing significant events and specifically covering any medication violations; and

### Provide expert testimony as needed at scheduled hearings.

## RACE DATES INFORMATION

### The racing associations in Ely and Elko request race dates in January of each year. The Board reviews and approves the requested race dates following its June meeting.

### The White Pine County Horse Races in Ely traditionally run for three days the third weekend in August.

### The Elko County Fair Board requests six race days per year. It will conduct its first meet the final weekend in August and run four days through Labor Day weekend. The Elko County Fair and Horse Race meet in Elko.

### The State Veterinarian is expected to be on the race track the day before each meet and does not leave until the day after the final race day at each locale. Race day post times are normally 1:00 PM and depending on the number of race days the race generally finish by 6:00 PM. The State Veterinarian is at the track four hours prior to post time, and until the final sample specimen is collected. On non-race days the State Veterinarian performs paperwork, packaging and shipment duties. The potential hours range from two to four on non-race days.

## BACKGROUND CHECK REQUIREMENTS FOR CONTRACTORS

### The awarded vendor must submit to a background investigation conducted by the Nevada Gaming Control Board’s Professional Standards office.

### Any employee of the awarded vendor, who will require any type of system access, or access to any Nevada Gaming Control Board buildings, must successfully pass a background investigation as identified below. The contractor or its employees will be denied access to the system and/or premises if they have not passed the background investigation.

### The background investigation packet provided by the Nevada Gaming Control Board’s Professional Standards office will consist of the following: Contractors Personal History Questionnaire, Employment Waiver, and two (2) fingerprint cards.

### The background investigation will require the contractor to complete the background investigation packet and return the documents to the Nevada Gaming Control Board’s Professional Standards office.

### The background investigation will require the contractor to have their fingerprints taken at a law enforcement agency by using the cards provided by the Nevada Gaming Control Board’s Professional Standards office. The cost of being fingerprinted will be at the contractor’s expense; cost is set by the law enforcement agency taking the fingerprints.

### The contractor will return the two completed fingerprint cards to the Nevada Gaming Control Board’s Professional Standards office, who will submit the cards to the Federal Bureau of Investigations and the Nevada State Repository.

### Contractors may not begin work until they have been cleared by the Nevada Gaming Control Board’s Professional Standards office.

### Unacceptable background investigation findings, as determined by the Nevada Gaming Control Board’s Professional Standards office, will result in the removal of the contractor from the project.

# ATTACHMENTS

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

### Terms and Conditions for Services

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

### Contract Form

### Insurance Schedule

## 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 03/11/2024

#### Answers Posted On or about 03/15/2024

#### Deadline for References No later than 5:00 pm on 03/25/2024

#### Deadline Proposal Submission and Opening No later than 2:00 pm on 03/26/2024

#### Evaluation Period (estimated) 03/26/2024 - 04/02/2024

#### Notice of Intent (estimated) On or about 04/02/2024

#### Notice of Award (estimated) On or about 05/07/2024

#### BOE Approval (estimated) 06/12/2024

#### Contract start date (estimated) 07/01/2024

# 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.

#### Experience in similar engagements with transferable skill sets 30

#### Experience in the collection, securing and submission of sample specimens 20

#### Cost 20

#### Years of service as a licensed large animal veterinarian with specificity in equine care 15

#### Ability to provide the support staff required to perform all essential duties 15

#### Availability to provide services as specified in the RFP Pass/Fail

### 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

## 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 submit a 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 indicate 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

## 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.