



Nevada State Purchasing Division
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Request for Proposals 41NHA-S4031

Release Date	<u>10/07/2026</u>
Solicitation number	<u>41NHA-S4031</u>
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Soliciting agency	<u>Nevada State Purchasing Division</u>
Contracting agency	<u>Nevada Health Authority</u>
Solicitation title	<u>Rural Value Acceleration Network (RVAN) Vendor</u>
Deadline for submissions	<u>11/30/2026 @ 2:00 P.M. PST</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.cfm.
- 1.2. **Single point of contact.** Vendors and their representatives shall only contact the single point of contact or use the electronic procurement system regarding this solicitation until after a notice of award (NOA) has been issued. Failure to observe this restriction may result in disqualification of a response per [NAC 333.155\(3\)](#).
- 1.3. **Ethics.** Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to [NRS 281A](#), [NRS 333.800](#), and [NAC 333.155](#).
- 1.4. **GovRAMP Notice.** Effective July 1, 2026, all new contracts containing a cloud component will include risk assessment requirements aligned with the GovRAMP program, which is based on NIST SP 800-53 (Revision 5). By submitting a response, vendors acknowledge they are responsible for reviewing and understanding the applicable GovRAMP requirements. Please refer to GovRAMP link below for additional information and project-specific requirements: <https://govramp.org/>

2. PROJECT OVERVIEW

- 2.1. The Nevada State Purchasing Division, on behalf of the Nevada Health Authority is seeking proposals from qualified vendors to serve as a neutral convener and facilitator in the development of the Rural Value Acceleration Network (RVAN), a statewide value-based care (VBC) initiative established under Nevada's Rural Health Transformation (RHT) Program's Rural Health Outcomes Accelerator (RHOAP) initiative.
- 2.2. The RVAN is intended to align value-based payment (VBP) arrangements — including Accountable Care Organizations and other risk/gain sharing payment models — across Medicaid, Medicare, commercial payers, and the state's employee benefit program, in order to reward rural hospitals and providers for improved health outcomes and administrative efficiency. Achieving this goal requires sustained, structured collaboration among Nevada Rural Hospital Partners (NRHP), rural hospitals and critical access hospitals (CAHs), Medicaid Managed Care Organizations (MCOs), private health insurers, and NVHA. This procurement seeks a contractor with demonstrated rural VBC expertise to design and facilitate that collaboration and to help translate it into a workable, unified VBC model for Nevada's rural hospitals and the patients they serve.
- 2.3. Contractor neutrality and trust are central to this engagement. NVHA is not seeking a contractor to unilaterally design or impose a model, but to serve as an honest broker — credible to NRHP, hospitals, and MCOs alike — who can convene these parties, surface and reconcile competing interests, and guide the group toward a workable, shared VBC framework.
- 2.4. The State intends to award one contract in conjunction with this request for proposals (RFP), as determined in the best interests of the State. The Nevada Health Authority shall administer contract(s) resulting from this solicitation.
- 2.5. The resulting contract(s) shall specify an initial contract term of two (2) years, anticipated to begin March 9, 2027, subject to Board of Examiners (BOE) approval and continued federal funding through the RHT program with an option to renew for one - one (1) year extension, if funding remains available and continuation is in the best interest of the State.
- 2.6. **Contracting agency background**
 - 2.6.1. Nevada's rural hospitals and providers face persistent financial and operational strain, driven in part by reliance on volume-based, fee-for-service reimbursement that does not reward improved outcomes or reduced avoidable utilization. Nevada's RHT RHOAP initiative is intended to support financial incentives for rural hospitals and provider participation in VBP arrangements. RHOAP also supports the operational backbone rural providers need to participate in VBP. By streamlining workflows and mitigating payer-compliance burden, the goal is to shift rural provider revenue from volume-based to outcome-based reimbursement.
 - 2.6.2. Through the RVAN, Nevada will require participating providers to use a portion of awarded funds to strengthen their health data sharing and interoperability capabilities, including becoming a CMS Aligned Network provider within 12 to 18 months of participation. NVHA will also use its contracting relationships with MCOs to build the long-term

infrastructure needed to support VBP expansion and sustainability. RHOAP applications addressing VBP must include a clear pathway toward two-sided risk arrangements with payers, in which participating providers share in both savings and accountability for cost and outcomes.

- 2.6.3. No comparable rural VBC forum currently exists in Nevada. NRHP, individual rural hospitals, and MCOs each hold distinct, and at times competing, interests in how a rural VBP model is structured, financed, and governed. Standing up the RVAN requires a dedicated, structured, professionally facilitated process, led by a contractor with credibility across all three constituencies, to move from shared intent to an operational, unified model.

2.7. **Goals and objectives**

- 2.7.1. The goal of this RFP is to engage a contractor to serve as the neutral convener and facilitator for the development of the RVAN, culminating in a unified, sustainable VBC model designed around the needs of Nevada's rural hospitals and rural patients. This goal shall be met through the following objectives:
- A. Establish and facilitate a standing RVAN workgroup bringing together NRHP, participating rural hospitals/CAHs, MCOs, rural providers, and NVHA as a durable forum for developing and governing the RVAN.
 - B. Serve as a neutral, trusted third party capable of engaging productively with NRHP, hospitals, and MCOs, each of which may hold differing priorities and levels of readiness for value-based arrangements.
 - C. Develop a unified VBC model concept for rural Nevada, including recommended payment structures, alignment across Medicaid, Medicare, commercial payers, and the state employee benefit program, and a pathway toward two-sided risk.
 - D. Support alignment of the model with RHT RHOAP requirements, including the pathway for participating providers to become CMS Aligned Network providers within 12 to 18 months.
 - E. Identify the data sharing, interoperability, and reporting infrastructure rural providers will need to participate successfully in the RVAN and connect that work to NVHA's broader RHT interoperability initiatives.
 - F. Produce a governance and sustainability framework for the RVAN that can operate beyond the term of this contract, including recommended roles for NRHP, NVHA, hospitals, and MCOs.
 - G. Document consensus, open issues, and recommendations at each stage in a form usable by NVHA for policy, contracting, and future RHOAP application decisions.
 - H. Support NVHA with implementation of VBP model amongst rural hospitals, rural providers and MCOs.
- 2.7.2. Contractor shall respond to all queries from NVHA or RVAN workgroup participants within two (2) business days. Noncompliance with any requirement outlined in this procurement or the resulting contract may constitute a breach of contract and may affect Contractor's standing for future contracts with the State.
- 2.7.3. The contractor shall be the sole point of contract responsibility. The State shall look solely to Contractor for performance of all contractual obligations, and Contractor shall not be relieved of responsibility for the non-performance of any subcontractor. Proposals shall demonstrate Contractor's qualifications and experience in rural value-based care, organizational capacity, and approach to neutral, multi-stakeholder facilitation, as these are key components of the contractor selection process.

3. **SCOPE OF WORK**

The contractor shall meet the requirements outlined in this scope of work, aside from any items listed as optional.

3.1. **Neutral Convening and Facilitation**

- 3.1.1. A credible, independent convener is foundational to this engagement. NRHP, hospitals, and MCOs must each trust that the process is being conducted fairly and that no single stakeholder group's interests are being favored. Contractor shall:
- A. Serve as the neutral, independent facilitator of the RVAN development process, holding no financial or contractual interest in the outcome that would compromise, or appear to compromise, its neutrality.
 - B. Design and lead a structured stakeholder engagement process to build and maintain trust among NRHP, participating hospitals, MCOs, and NVHA.
 - C. Conduct one-on-one discovery with NRHP, individual rural hospitals, rural providers, CAHs, and MCOs to understand each party's priorities, constraints, and concerns prior to convening the full workgroup.
 - D. Develop and manage a facilitation plan, including meeting cadence, ground rules, and a decision-making/consensus process for the workgroup.

- E. Identify and proactively manage points of disagreement among stakeholders, escalating unresolved issues to NVHA with clear options and recommendations rather than allowing the process to stall.
- F. Disclose to NVHA any actual, potential, or apparent conflict of interest arising during the engagement, including any existing or prospective business relationship with NRHP, a participating hospital, rural provider, or an MCO.

3.2. RVAN Workgroup Establishment and Governance

3.2.1. The contractor shall establish and staff a standing RVAN workgroup as the primary forum for developing the network. The selected approach shall:

- A. Convene a workgroup with representation from NRHP, participating rural hospitals, rural providers, CAHs, MCOs operating in Nevada, and NVHA.
- B. Develop a workgroup charter defining purpose, membership, roles, meeting cadence, and decision-making process, for NVHA approval.
- C. Facilitate regular workgroup meetings (in-person and/or virtual, as appropriate) and produce agendas, materials, and summary notes/action items for each session.
- D. Maintain a running record of workgroup decisions, open questions, and unresolved issues, accessible to NVHA at any point in the engagement.
- E. Propose a governance structure for the RVAN that can persist beyond this contract term, including recommended ongoing roles for NRHP, NVHA, hospitals, and MCOs.

3.3. Rural Value-Based Care Model Development

3.3.1. The contractor shall bring subject-matter expertise in rural value-based care to guide the workgroup toward a concrete, unified model, rather than facilitating discussion alone. The selected approach shall:

- A. Assess the current state of VBP/VBC readiness among Nevada's rural hospitals and providers, including existing payer contracts, quality reporting capacity, and risk tolerance.
- B. Develop and present a range of VBC model options appropriate for rural, low-volume, and critical access hospital settings (e.g., shared savings, pay-for-performance, episode-based, or other risk-adjusted structures), with trade-offs clearly explained to the workgroup.
- C. Facilitate workgroup consensus toward a unified VBC model concept, including recommended payment methodology, attribution approach, and quality measures relevant to rural populations and aligned with Nevada's Quality Strategy
- D. Support alignment of the recommended model across Medicaid, Medicare, commercial payers, and the state employee benefit program, consistent with RHOAP's payer-alignment goals.
- E. Recommend a pathway toward two-sided risk arrangements for participating providers, including reasonable milestones and readiness criteria.
- F. Identify how the recommended model supports participating providers' path to becoming CMS Aligned Network providers within 12 to 18 months of RVAN participation, consistent with RHT RHOAP requirements.
- G. Advise NVHA on the financial and contractual infrastructure including MCO contracting requirements needed to implement and sustain the recommended model.

3.4. Data Sharing and Interoperability Alignment

3.4.1. Because RVAN participation will require providers to strengthen health data sharing and interoperability capabilities, Contractor shall:

- A. Identify the data sharing, interoperability, and reporting capabilities rural hospitals and providers will need to participate in the recommended VBC model and meet CMS Aligned Network requirements.
- B. Coordinate with NVHA's broader Rural Health Transformation team regarding RHT's health IT initiative (Rural Health Innovation and Technology – RHIT) to avoid duplicative or conflicting infrastructure recommendations.
- C. Document gaps between current rural provider data capacity and RVAN participation requirements and recommend a reasonable timeline and sequencing for closing them.

3.5. Stakeholder Communication and Change Management

3.5.1. Sustained buy-in from NRHP, hospitals, and MCOs depends on consistent, transparent communication throughout the engagement. Contractor shall:

- A. Develop a stakeholder communication plan, for NVHA approval, covering the full engagement period.
- B. Prepare plain-language materials summarizing RVAN progress, decisions, and next steps for workgroup members and their respective boards/leadership as needed.
- C. Support NVHA in briefing external audiences (e.g., CMS, the Nevada Legislature, or the public) on RVAN progress, as requested.

3.6. Deliverables and Reporting

3.6.1. Contractor shall:

- A. Submit a detailed project workplan and facilitation approach, outlining provider engagement strategy and schedule within 15 days of project kickoff, for NVHA approval.
- B. Provide monthly progress reports to NVHA summarizing workgroup activities, decisions, open issues, and upcoming milestones.
- C. Provide finalized charter for RVAN workgroup, including membership, roles, cadence, governance and summary of discovery within 6 weeks of project kickoff.
- D. Provide a readiness assessment of rural hospital/providers including a summary of rural provider data capabilities, identified gaps relative to CMS Aligned Network requirements and a timeline for achieving interoperability milestones by week 16.
- E. Track and report to NVHA on participating providers' progress to becoming CMS Aligned Network providers within 12 to 18 months of RVAN participation, consistent with RHT RHOAP requirements
- F. Deliver a final RVAN model and governance report, including the unified VBC model concept, governance framework, data/interoperability roadmap, and implementation recommendations, no later than 15 months from contract start.
- G. Present findings and recommendations to NVHA leadership and, as requested, to the RVAN workgroup, NRHP, and MCO partners.
- H. Support NVHA, NRHP, RVAN workgroup and MCO partners with implementation of proposed model.

3.7. Contractor Qualifications

3.7.1. Given the trust-dependent nature of this engagement, Contractor's proposal shall demonstrate:

- A. Demonstrated expertise in rural value-based care and value-based payment model design, including prior work with critical access hospitals or rural hospital networks.
- B. Experience serving as a neutral facilitator or convener among stakeholders with differing or competing interests (e.g., providers, payers, and state agencies).
- C. Familiarity with Medicaid MCO contracting, CMS Aligned Network requirements, and multi-payer VBP alignment.
- D. References from comparable rural VBC convening, facilitation, or model-development engagements, including at least one involving a state Medicaid agency or rural hospital association.
- E. A staffing plan identifying the individuals who will lead facilitation and technical model development, including relevant experience of each.

4. INVOICING

4.1. Contractor shall maintain a clear and concise billing format to facilitate review and approval by NVHA. Invoices shall be submitted monthly for services performed, unless otherwise directed by NVHA. Upon receipt and acceptance of a compliant invoice, payment shall be made within 30 days, provided all required documentation has been submitted with the invoice.

4.1.1. Invoices shall include, at a minimum:

- A. Contractor name, billing address, and point of contact
- B. Invoice number
- C. Contract number (to be provided by NVHA)
- D. Date period of work completed
- E. Itemization and costs of each deliverable completed (i.e., this will be a deliverable-based contract)
- F. Total amount of invoice

- 4.1.2. Invoices shall be submitted to and approved by NVHA. Incomplete invoices shall be returned to Contractor for correction. Invoices shall be submitted to NVHAPCUInvoices@nvha.nv.gov

5. CONTRACTOR RESPONSE TO RFP

- 5.1.1. Within its submitted proposal, Contractor shall provide information and responses for each section of this scope of work. Contractor shall indicate its ability to provide the requested services and, where not immediately able to do so, indicate its potential for build-out, including an anticipated timeline:
- A. Neutral Convening and Facilitation
 - B. RVAN Workgroup Establishment and Governance
 - C. Rural Value-Based Care Model Development
 - D. Data Sharing and Interoperability Alignment
 - E. Stakeholder Communication and Change Management
 - F. Deliverables and Reporting
 - G. Contractor Qualifications
- 5.1.2. Contractor shall describe its approach to maintaining neutrality throughout the engagement, including any policies or safeguards used to manage potential conflicts of interest with NRHP, individual hospitals, or MCOs.
- 5.1.3. If a subcontractor will be used for any task, Contractor shall submit subcontractor information indicating which task(s) and the percentage of time the subcontractor will spend on each.
- 5.1.4. Contractor response to RFP Attachment – 41NHA-S4031 – Cost Schedule: Contractor shall include costs associated with the scope of services described herein.

6. ATTACHMENTS

- 6.1. **Attachments incorporated by reference.** To be read and not returned.
- 6.1.1. Terms and conditions for services
- 6.2. **Attachments for review.** To be read and not returned (unless redlining).
- 6.2.1. Standard form contract
 - 6.2.2. Insurance schedule
 - 6.2.3. Business Associate Addendum – no redlining of document accepted
 - 6.2.4. Business Continuity Agreement – no redlining of document accepted
- 6.3. **Attachments for response.** To be completed and returned.
- 6.3.1. Reference questionnaire
 - 6.3.2. Cost schedule
 - 6.3.3. Certification regarding lobbying
 - 6.3.4. Vendor Information Response Form

7. TIMELINE

- 7.1. **Questions.** All questions regarding this solicitation shall be submitted using the bid Q&A feature at nevadaepro.com.
- 7.2. **Timeline.** The following represents the proposed timeline for this project.
- 7.2.1. All times stated are Pacific Time (PT).
 - 7.2.2. These dates represent a tentative schedule of events.
 - 7.2.3. The State reserves the right to modify these dates at any time.
 - 7.2.4. The deadline for submissions is the nevadaepro.com bid opening date and time. Late quotes will not be accepted.
- A. Deadline for questions No later than 5:00 pm on 10/19/2026

B. Answers posted.....	On or about 10/26/2026
C. Deadline for references.....	No later than 5:00 pm on 11/25/2026
D. Deadline submissions and opening.....	No later than 2:00 pm on 11/30/2026
E. Evaluation period (estimated).....	11/30/2026-12/13/2026
F. Notice of intent (estimated).....	On or about 12/14/2026
G. Notice of award (estimated).....	On or about 02/02/2027
H. BOE approval (estimated).....	03/09/2027
I. Contract start date (estimated).....	03/09/2027

8. EVALUATION

- 8.1. Evaluation and scoring are conducted in accordance with [NRS 333.335](#) and [NAC 333.160-333.165](#).
- 8.1.1. Responses shall be kept confidential until a contract is awarded.
- 8.1.2. In the event the solicitation is withdrawn prior to award, responses remain confidential.
- 8.1.3. The evaluation committee is an independent committee established to evaluate and score qualitative evaluation factors for the solicitation.
- 8.1.4. The State, at its option, may limit participation in cost scoring, presentations, or both to vendors above a natural break in relative scores.
- 8.1.5. Financial stability shall be scored on a pass or fail basis.
- 8.1.6. Responses shall be consistently evaluated and scored based upon the following factors and relative weights.
- | | |
|---|----|
| A. Technical factor #1 – Vendor Qualifications and Rural VBC Expertise: Depth of organizational experience designing value-based payment/care models with specific, demonstrated experience working with rural or critical access hospitals (not just urban/system VBC work)..... | 30 |
| B. Technical factor #2 – Neutrality, Independence and Conflict-of-Interest Management: Vendor’s approach to maintaining and demonstrating independence from NRHP, individual hospitals, and MCOs; disclosed relationships; proposed safeguards against real or perceived bias..... | 20 |
| C. Technical factor #3 – Proposed Facilitation Approach and Workgroup Plan: Quality and realism of the plan to convene and facilitate the RVAN workgroup: stakeholder discovery process, meeting cadence, decision-making/consensus process and approach to resolving disagreement among parties..... | 20 |
| D. Technical factor #4 – Technical Approach to VBC Model Development: Soundness of proposed methodology for developing a unified rural VBC model – payment structure options, multi-payer alignment approach, pathway to two-sided risk, and alignment with CMS Aligned Network requirements..... | 20 |
| E. Technical factor #5 – Staffing Plan and Key Personnel Experience: Qualifications of the specific individuals assigned (not just the firm), particularly the named lead facilitator’s direct experience with multi-stakeholder healthcare convening and rural provider engagement..... | 10 |
| F. Cost factor..... | 15 |
- 8.1.7. *Cost factor.* The cost factor score will be based on the following equations, unless the subject solicited requires alternative scoring. The highest proposed cost from any vendor and the lowest proposed cost from any vendor will be added together to generate a combined total. For each vendor, that proposed cost will be subtracted from the previously combined total. This number is then divided by the highest proposed cost. The resulting number is multiplied by the cost factor weight to generate a weighted cost score.
- 8.1.8. *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.
- 8.1.9. *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.

9. MANDATORY MINIMUM REQUIREMENTS

- 9.1. Pursuant to [NRS 333.311](#) a contract cannot be awarded to a response that does not comply with the requirements listed in this section. Response shall include confirmation of compliance with all mandatory minimum requirements.
- 9.2. **Nevada Law and State indemnity.** Pursuant to [NRS 333.339](#), any contract that is entered into may not: (1) require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) require the State to indemnify another party against liability for damages.

- 9.3. **No Boycott of Israel.** Pursuant to [NRS 333.338](#), the State of Nevada cannot enter a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a response, vendor agrees that if it is awarded a contract, it will not engage in a boycott of Israel as defined in [NRS 333.338\(3\)\(a\)](#).
- 9.4. **[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.
- 9.5. **Nevada business license.** Pursuant to [NRS 353.007](#), prior to contract execution awarded vendor must hold a state business license pursuant to [NRS chapter 76](#) unless exempted by [NRS 76.100\(7\)\(b\)](#). Business license must match [nevadaepro.com](#) vendor registration.
- 9.6. **System for Award Management (sam.gov)** Prior to contract award vendor must hold an active entity registration in [sam.gov](#). Entity registration must match [nevadaepro.com](#) vendor registration.
- 9.7. **Contract responsibility.** Awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this solicitation, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- 9.8. **Data encryption and stateside data.** State IT requires that data be encrypted in transit and in rest. State IT requires that State data assets must be maintained in the United States and data will not be held offshore.
- 9.9. **Confidentiality and certification of indemnification**
- 9.9.1. Submitted responses, which are marked confidential in their entirety, or those in which a significant portion of the submitted response is marked confidential shall not be accepted. Pursuant to [NRS 333.333](#), only proprietary information may be labeled a trade secret as defined in [NRS 600A.030\(5\)](#). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendor proposals become public information.
- 9.9.2. Vendors shall submit proprietary information and *confidential business information* in separate files, flagged as confidential in [nevadaepro.com](#). The State shall not be responsible for any information contained within a response; responses shall be released as submitted.
- 9.9.3. By submitting a response vendor acknowledges its responsibility to act in protection of labeled information and agrees to defend and indemnify the State of Nevada for honoring such designation. Failure to so act shall constitute a complete waiver, and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.
- 9.10. **Vendor certifications**
- 9.10.1. Vendor understands and acknowledges that the representations within their response are material and important and shall be relied on by the State in evaluation of the response. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the response.
- 9.10.2. Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State, or municipal laws or regulations concerning discrimination or price fixing. Vendor agrees to indemnify, defend, and hold the State harmless from liability for any such violation.
- 9.10.3. All response terms, including prices, shall remain in effect for a minimum of 180 days after the response due date. In the case of the awarded vendor, all response terms, including prices, shall remain in effect throughout the contract term.
- 9.10.4. The price(s) and amount of this response have been arrived independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor, or potential vendor. No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a response higher than this response, or to submit any intentionally high or noncompetitive response. All responses shall be made in good faith and without collusion.
- 9.10.5. The information included in this response has been arrived at independently and without non-public information obtained from State officials, staff, or their agents.
- 9.10.6. All employees and contractors assigned to the project are authorized to work in this country.
- 9.10.7. Vendor has a written equal opportunity policy that does not discriminate in employment practices with regard to race,

color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or disability of another nature.

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

10. CRITICAL ITEMS

10.1. In addition to the *scope of work* and *attachments*, the items listed in this section are critical to the success of the project. These items will be used in evaluating and scoring responses. Vendor response should address items in this section in enough detail to provide evaluators an accurate understanding of vendor capabilities. Responses that fail to sufficiently respond to these items may be considered non-responsive.

10.2. **Standard form contract.** The State strongly prefers vendors agree to the terms of the attached *standard form contract* as is. Ability to agree to contract terms is a high priority to the State. Vendors who cannot agree to the contract as is must include a redlined Word version of the attached *standard form contract* with their response, with comments justifying the benefit to the State for each requested change. To the extent a vendor has prior contractual dealings with the State, no assumption should be made that terms outside those provided herein have any influence on this project.

10.3. **Indemnification.** Required contract terms on Indemnification: "To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract."

10.4. **Limited liability.** Required contract terms on Limited Liability: "The State will not waive and intends to assert available [NRS Chapter 41](#) liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited."

10.5. **Insurance schedule.** The State strongly prefers vendors agree to the terms of the attached *insurance schedule* as is. Vendors who cannot agree must explain which areas are causing non-compliance and attach a redline if necessary. Awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of required insurance. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

10.6. Vendor background

10.6.1. Provide a background, history, and why vendor is qualified to provide the services described in this solicitation. Background should include, at a minimum, the location(s) of the office(s) that would perform the work and the number of employees locally and in total. History should include, at a minimum, the number of years in business and company headquarters location. Provide a brief description of the length of time vendor has been providing services described in this solicitation to the public or private sector. If your company has worked with the State previously, include information about those engagements.

10.6.2. **Key personnel.** Provide a resume free of photos or overly stylized formatting for proposed key personnel, whether employed directly or through a subcontractor.

10.6.3. **Current or former employees.** If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response, and specify the services that each person shall be expected to perform.

10.6.4. **Exclusions.** All conditions and provisions of this solicitation are deemed to be accepted by the vendor and incorporated by reference in the response, except such conditions and provisions that the vendor expressly excludes in the response. Any exclusion shall be in writing and included in the response at the time of submission.

10.7. Subcontractors

- 10.7.1. Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this solicitation. This does not include third parties who provide support or incidental services to the contractor.
- 10.7.2. Vendor shall disclose all proposed subcontractors. Response should include a *vendor information response* form for each proposed subcontractor.
- 10.7.3. Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.
- 10.7.4. Vendor shall certify that subcontractors comply with *mandatory minimum requirements* except *contract responsibility*.
- 10.7.5. Vendor response shall identify specific requirements of the project for which each subcontractor shall perform services.

- A. How the work of any subcontractor(s) shall be supervised
- B. How channels of communication shall be maintained
- C. How compliance with contracts terms and conditions will be assured
- D. Previous experience with subcontractor(s)

10.8. Confidential business information

- 10.8.1. The information requested in this section is designated as confidential business information by the Administrator pursuant to [NRS 333.020\(5\)\(b\)](#) and is not public information pursuant to [NRS 333.333](#).
- 10.8.2. This information should be submitted as a separate attachment, flagged as confidential in [nevadaepro.com](#).
- 10.8.3. *Dun and Bradstreet number*. Vendor shall provide their Dun and Bradstreet Number.
- 10.8.4. *Disclosure*. Vendor shall provide complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable.
- 10.8.5. *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.
- 10.8.6. *Client references*
 - A. Vendor shall provide *reference questionnaire* attachment to client references from similar projects performed for private or public sector clients within the last seven to ten years of relevant experience in value-based care/value-based payment model design; and a minimum of three to five years working directly with rural or critical access hospitals.
 - B. The *single point of contact* must receive at least three complete *reference questionnaire* documents directly from the client references via email.
 - 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 shall not be requested from the contracting agency.
 - F. The State will not disclose client references, but may confirm if a *reference questionnaire* has been received.
 - G. The State reserves the right to contact client references during evaluation or negotiations.

11. SUBMISSION CHECKLIST

- 11.1. This section identifies documents that vendors shall submit to be considered responsive. Vendors are encouraged to review all requirements to ensure all requested information is included in their response.
 - 11.1.1. Responses must be submitted as a quote through [nevadaepro.com](#).
 - 11.1.2. Vendors are encouraged to submit a single file attachment per section where possible.
 - 11.1.3. Technical proposal information and cost proposal information shall not be included in the same attachment.
 - 11.1.4. Cost proposal attachment shall not be flagged as confidential in [nevadaepro.com](#).
 - 11.1.5. Additional attachments may be included, but are discouraged and should be kept to a minimum.

11.2. Technical proposal

- A. Title page
- B. Table of contents
- C. Signed *certification regarding lobbying*
- D. Response to *mandatory minimum requirements*
- E. Response to *critical items*
- F. Response to *scope of work*
- G. Other informational material

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

- A. Title page
- B. Table of contents
- C. Trade secret information, cross referenced to the technical proposal (alternatively, a redacted technical proposal and a full confidential technical proposal can be submitted)

11.4. **Cost proposal**

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

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

11.7. **Client references.** Not submitted directly by vendor. To be submitted to sole point of contact on this RFP.