

**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: 24VS-S2749

For

**PHARMACY SERVICES**

Release Date: **03/22/2024**

Deadline for Submission and Opening Date and Time: **04/23/2024 @ 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 Department of Veterans Services (NDVS) is seeking proposals from qualified vendors for the provision of pharmacy services at their 180-bed skilled nursing facility in Boulder City, NV. This pharmacy must provide prescription coverage for the Southern Nevada State Veterans Home (SNSVH) residents 24 hours per day, seven (7) days per week, with up to three (3) deliveries of prescription medications per day. Vendors are responsible for compliance with all Health Insurance Portability and Accountability Act (HIPAA) regulations as well as all state and federal requirements for receipt of funding and for attaining all service deliverables that are established in the Scope of Work.

## 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. NDVS shall administer contract(s) resulting from this solicitation. The resulting contract(s) is anticipated to commence August 1, 2024 through July 31, 2028, subject to Board of Examiners approval.

# SCOPE OF WORK

## PHARMACEUTICAL SERVICES

### Vendors shall have at least three (3) years’ experience providing pharmaceutical services in long term care or skilled nursing facilities, and shall demonstrate within their proposal the ability to meet the following requirements:

#### Provide prescription medications for the residents of the Nevada State Veterans Home – Boulder City, with coverage twenty-four (24) hours per day, seven (7) days per week, 52 weeks per year;

#### Provide a licensed pharmacist for consultation, pharmacy recommendations, and act as a billing liaison;

#### Provide monthly drug regimen reviews for all residents (max = 180), including notifying the Medical Director, Director of Nursing Services (DNS), and the Administrator of any irregularities;

#### Provide up to three (3) deliveries of medications per day, seven (7) days per week, 52 weeks per year;

#### Provide medication STAT deliveries within two (2) hours at no additional charge;

#### Provide copies of pharmacists’ licenses;

#### Fill non-infused routine (includes orals, injectables, opthalmics, otics*,* liquids, creams, ointments, shampoos, and suppositories) prescriptions for all residents not receiving medications through VA;

#### Capability of billing and accepting as full payment for services, amounts received from Medicare Part B, Medicaid, or other third-party insurers. Vendor must be able to bill residents directly. Vendor must bill Medicare Part A to the facility.

#### Provide monthly billing at the first of every month, once census information has been provided to the pharmacy.

#### Provide a list of non-paying residents thirty (30) days prior to credit hold.

#### Provide a unit dose medication system as directed by the facility.

#### Provide facility-appropriate medication dispensing.

#### Participate in required Quality Assurance Meetings as requested by SNSVH.

#### Perform medication pass and medication room observations at least monthly.

#### Provide policies and procedures at the time of contract signing, with updates as needed and at annual review, for policies and procedures that are in accordance with all state and federal laws and regulations. Provide future updated version of policies and procedures within fourteen (14) days of completion.

#### Dispose of all narcotics in accordance with Federal regulations.

#### Provide identification and verification of medications brought into the facility at no additional cost to SNSVH.

#### Ensure all telephone calls and orders are responded to within one (1) hour of the originating telephone call.

#### Must supply all IV equipment and supplies at no cost. Equipment must meet current clinical standards and receive regular preventive maintenance.

#### Provide IV access devices and supplies such as IV start kits, Hep Locks, PICC line dressing kits, etc. at no cost.

#### Vendor will price match any U.S. Pharmacy, including mail order. Some patients may have prescription drug coverage that is “mail order only,” which means the patient must use the individual plan’s mail order pharmacy as the plan will not reimburse any “retail” pharmacy. For patients that have “mail order only” plans, vendor will not be requested to provide routine medications.

#### Vendor will be responsible to restock the emergency drug supply dispensing system, as well as to inventory, remove, and replace outdated items from that supply routinely as needed.

### Vendor should address within the proposal vendor’s ability to provide the following services and equipment:

#### Provide health management programs which aid in early detection of illness and treatment of seniors (i.e., depression, osteoporosis, a-fib, Alzheimer’s disease, dementia, urinary health, and pain management);

#### Provide in-service training for IV equipment from manufacturer, as well as other types of continuing education tailored to the specific needs of residents and staff, on a quarterly basis and upon request;

#### Availability for consultation and participation in quarterly in-service training programs;

#### Provide geriatric pharmaceutical care guidelines or formularies to DNS, as well as individual units*,* to be used in determining appropriate therapy in the elderly;

#### Provide medication delivery carts as needed that accommodates facility selected systems, VA, and OTC medications;

#### Provide pill cutters and crushers on each cart;

#### Provide Pyxis or equivalent system for emergency medication dispensing;

#### Provide and maintain electronic medication administration system, including updates, for all physician ordered medication;

#### Provide secure refrigerator boxes as needed at no additional cost;

#### Provide online pre-admission cost screening of pharmaceuticals to admissions and neighborhood clinical personnel;

#### Provide online statements and cost-saving analysis to admissions personnel; and

#### Provide opportunities for certification of nursing staff to perform PICC lines and Medline insertions.

## ADMINISTRATIVE

### Vendor’s proposal must address how they will comply with the following administrative requirements:

#### Report any resident or staff problems immediately to the DNS, SNSVH Administrator, or Deputy Director, Wellness;

#### Provide monthly drug regimen reports to the DNS;

#### Provide psychoactive drug reports, monthly;

#### Provide current copies of staff licenses in the vendor proposal;

#### Provide proof of criminal background checks and TB tests for any staff having contact with residents or staff;

#### Ensure that all staff and residents are treated with dignity and respect, reporting any inappropriate and disrespectful behavior to the DNS or the Administrator immediately; and

#### Comply with all other SNSVH rules, policies, and procedures.

### Vendor will share, with appropriate clinical team leaders, information relative to their internal process improvement and error correction methods.

### Vendor may provide monthly bulletins/newsletters highlighting new drugs and information to keep staff current on medications.

### Vendor agrees to provide current PDRs (Physicians’ Desk Reference) (one [1] per unit), as well as three (3) new nursing drug reference books (Mosby, Lippincot).

### Vendor agrees to supply replacement handbooks as requested, to include the Geriatric Medication Handbook, and Geriatric Pharmaceutical Care Guidelines.

# 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 04/01/2024

#### Answers Posted On or about 04/08/2024

#### Deadline for References No later than 5:00 pm on 04/22/2024

#### Deadline Proposal Submission and Opening No later than 2:00 pm on 04/23/2024

#### Evaluation Period (estimated) 04/23/2024 - 04/30/2024

#### Notice of Intent (estimated) On or about 04/30/2024

#### Notice of Award (estimated) On or about 06/04/2024

#### BOE Approval (estimated) 07/09/2024

#### Contract start date (estimated) 08/01/2024

# 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.

#### Ability to fulfill resident needs at Southern Nevada Veterans Home 30

#### Experience in performance of skilled nursing facility pharmaceutical contracts 30

#### Expertise and availability of key personnel 20

#### Cost Factor 20

### 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

## 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

#### 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.