



# West Virginia Purchasing Division

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Charleston, WV 25305  
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The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 897576

Procurement Type: Central Master Agreement

Vendor ID: VS0000036772

Legal Name: CareerStaff Unlimited LLC

Alias/DBA: CareerStaff Unlimited LLC

Total Bid: \$1,349,514.00

Response Date: 08/17/2021

Response Time: 11:27

Responded By User ID: CSUMontiel

First Name: Zachary

Last Name: Montiel

Email: Zachary.Montiel@Career

Phone: (505)-974-0744

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2200000001

Published Date: 8/26/21

Close Date: 9/1/21

Close Time: 13:30

Status: Closed

Solicitation Description: Direct Care Nursing Staffing Services

Total of Header Attachments: 1

Total of All Attachments: 1



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Direct Care Nursing Services				1349514.00

Comm Code	Manufacturer	Specification	Model #
85101601			

**Commodity Line Comments:**

**Extended Description:**

Open-end contract for Direct Care Nursing Services



CareerStaff  
Unlimited®

In response to Solicitation No. CRFQ 0613 VNF220000001 Direct Care Nursing Staffing Services



08/18/2021

Department of Administration  
Purchasing Division  
2019 Washington St E  
Charleston, WV 25305

On behalf of CareerStaff Unlimited, here is our response to Solicitation No. CRFQ 0613 VNF00000001. Please find all requested paperwork and accompanying documentation. We look forward to earning a partnership with your facility, and helping with your staffing problems.

Zachary Montiel  
RFP Response Administrator  
CareerStaff Unlimited, LLC  
Zachary.Montiel@CareerStaff.com  
(505)-974-0744

x

A handwritten signature in black ink, appearing to be "Zachary Montiel", written over a horizontal line.

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## Technical Proposal

Many healthcare staffing agencies can fill your open positions, but not all have the knowledge or resources necessary to find the best-qualified clinical candidates. CareerStaff Unlimited is capable of addressing your facility objectives, such as improved retention, quality, reporting and cost effectiveness for per diem, contract, travel or permanent placement positions. Here are just some of the reasons to choose CareerStaff Unlimited

- Over 30 Years of placing temporary clinical staff
- 25 branch locations
- On-call service, you will get a live representative 24/7 for urgent, last minute, or sudden needs
- Over 4,350 active clinicians ready to go
- Data base of over 1,500,000 clinicians
- With an average of 254,400 shifts filled annually
- 7 National Delivery Teams
- Two travel branches, Windsor, CT & Dallas, TX, allowing CareerStaff to solve many clients staffing problems, including retention, location and quality.

CareerStaff Unlimited has experience working with many State Veterans Homes. Including working with Grand Rapids Home for Veterans, in Grand Rapids, Michigan since 2017. Just in 2021, CareerStaff Unlimited has provided a temporary clinicians for 10,277 shifts totaling 89,539 hours billed.

With a database of 1,949 clinicians within 60 miles of your facility, CareerStaff Unlimited demonstrates the capability and experience to provide local clinicians for local contracts or per-diem shifts. CareerStaff Unlimited offers national resources with personal attention providing staffing solutions that can help any type of healthcare facility meet its workforce objectives. When you become a CareerStaff client, you gain a staffing solutions partner who will work to understand your facility's needs. We provide the high caliber, well-qualified healthcare professionals you've been looking for. With National Certification from The Joint Commission, our staff endures a much more extensive credentialing process. Ensuring our clients only receive the best staff for their residents.





**CRFQ VNF22\*01 - Exhibit A**  
**Direct Care Nursing Staffing Pricing Page**

Item No.	Description Of Services	Estimated Per-Diem Shifts Per Contract Year	Per-Diem Rate/Unit Price	Extended Total
	<b>Base Year One</b>			
	<b>Registered Nurse Shifts - Base Year One</b>			
1	Weekday Rate	650	\$65.00/HR	\$ 42,250 -
2	Weekend Rate	250	\$65.00/HR	\$ 16,250 -
	<b>Licensed Practical Nurse Shifts - Base Year One</b>			
4	Weekday Rate	1,834	\$59.00/HR	\$ 108,206 -
5	Weekend Rate	750	\$59.00/HR	\$ 44,250 -
	<b>Certified Nursing Assistant Shifts - Base Year One</b>			
7	Weekday Rate	2,084	\$37.00/HR	\$ 77,108 -
8	Weekend Rate	834	\$37.00/HR	\$ 30,858 -
	<b>Renewal Year One</b>			
	<b>Registered Nurse Shifts - Renewal Year One</b>			
10	Weekday Rate	650	\$67.00/HR	\$ 43,550 -
11	Weekend Rate	250	\$67.00/HR	\$ 16,750 -
	<b>Licensed Practical Nurse Shifts - Renewal Year One</b>			
13	Weekday Rate	1,834	\$61.00/HR	\$ 111,874 -
14	Weekend Rate	750	\$61.00/HR	\$ 45,750 -
	<b>Certified Nursing Assistant Shifts - Base Year One</b>			
16	Weekday Rate	2,084	\$39.00/HR	\$ 81,276 -
17	Weekend Rate	834	\$39.00/HR	\$ 32,526 -
	<b>Renewal Year Two</b>			
	<b>Registered Nurse Shifts - Renewal Year Two</b>			
19	Weekday Rate	650	\$69.00/HR	\$ 44,850 -
20	Weekend Rate	250	\$69.00/HR	\$ 17,250 -
	<b>Licensed Practical Nurse Shifts - Renewal Year Two</b>			
22	Weekday Rate	1,834	\$63.00/HR	\$ 115,542 -
23	Weekend Rate	750	\$63.00/HR	\$ 47,250 -
	<b>Certified Nursing Assistant Shifts - Renewal Year Two</b>			
25	Weekday Rate	2,084	\$41.00/HR	\$ 85,444 -
26	Weekend Rate	834	\$41.00/HR	\$ 34,194 -
	<b>Renewal Year Three</b>			
	<b>Registered Nurse Shifts - Renewal Year Three</b>			
28	Weekday Rate	650	\$71.00/HR	\$ 46,150 -
29	Weekend Rate	250	\$71.00/HR	\$ 17,750 -
	<b>Licensed Practical Nurse Shifts - Renewal Year Three</b>			
31	Weekday Rate	1,834	\$65.00/HR	\$ 119,210 -
32	Weekend Rate	750	\$65.00/HR	\$ 45,750 -
	<b>Certified Nursing Assistant Shifts - Renewal Year Three</b>			
34	Weekday Rate	2,084	\$43.00/HR	\$ 89,612 -
35	Weekend Rate	834	\$43.00/HR	\$ 35,864 -
			<b>Grand Total</b>	<b>\$ 1,349,514 -</b>

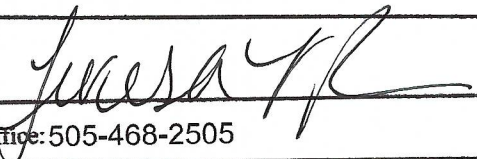
**Vendor Information**

Printed Name Teresa Reinhardt

Title Vice President Finance

Company: CareerStaff Unlimited, LLC

Signature



Phone Office: 505-468-2505

Cell Phone: (505)-974-0744

Fax 505-468-2980

Email Teresa.Reinhardt@CareerStaff.com

### Proposed Rate Sheet

Please find below CareerStaff Unlimited's Proposed Rate Sheet. CareerStaff wanted to present this as another option to the Per-Diem Unit Rate.

Specialty	Local	Travel	COVID Rates
RN	\$65.00/HR	\$72.00/HR	+\$20.00/HR
LPN	\$59.00/HR	\$66.00/HR	+\$20.00/HR
CNA	\$37.00/HR	\$44.00/HR	+\$20.00/HR

CareerStaff Unlimited provides this option to aid traveling clinicians with housing, meals and travel expenses. CareerStaff has found, offering an increase for traveling clinicians is a great way to aid with housing, meals and travel expenses.

Travel - This is when the clinician listed their home address as further than 49.9 miles away from the facility. When a traveler is being proposed to the facility, the recruiter or scheduler proposing the clinician will make the facility aware they are a traveler and would be at the elevated rate.

COVID - These rates are if there are any active COVID-19 cases in the facility.

Having an elevated rate for travel clinicians is very advantageous as it makes the opportunity available to more staff needing the help with the extra expenses of traveling from out of state.

Teresa Reinhardt  
Vice President Finance  
CareerStaff Unlimited, LLC  
P: (505)-468-2505  
C: (505)-974-0744  
F: (505)-468-2980  
E: Teresa.Reinhardt@CareerStaff.com

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## Vendor Qualifications

3.1 - Vendor shall have at least twelve (12) months experience in operating a Direct Care Staffing organization. Proof of this experience should be furnished with each bid but must be provided prior to award.

CareerStaff Unlimited has over 30 years of experience providing temporary clinical staff to clients all over the U.S., from Regional Trauma Centers to Retail Pharmacies, CareerStaff Unlimited has worked to ensure our clients are able to operate and provide the best care possible for their patients. Please take a look at our Certificate of Incorporation attached.

3.2 - Vendors shall conduct business during normal working hours and be accessible twenty-four hours a day, seven days a week, including Holidays and Weekends to respond to staffing issues, emergency requests and/or complaints.

CareerStaff Unlimited's offices are available 24/7. If attempting to contact outside normal business hours our on-call representative has a process to either help or contact management.

3.3 - Vendors must have knowledge of and comply with Federal and West Virginia laws, regulations, and rules for the provisions of Direct Care staff in Long-Term Care Facilities.

CareerStaff Unlimited possesses the knowledge to comply with Federal and State laws, regulations and rules for the provisions of direct Care Staff in Long-Term Care Facilities. Also being Joint Commission Certified CareerStaff Unlimited ensures all clinicians are credentialed for each position to ensure compliance with state and federal laws. Also working with the 13 facilities within a 50 mile radius of your facility.

3.4 Vendor must ensure that its employees, agents and/or subcontractors are experienced and fully qualified to engage in the activities and services required herein, and that all applicable licensing and operating requirements imposed or required under Federal or West Virginia law, and all application accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

CareerStaff Unlimited holds a National Certification with The Joint Commission. The Joint Commission is the nation's oldest and largest standards-setting and accrediting body in health care. To earn an accreditation an organization undergoes an on-site survey at least every three years. Having this certification, makes our onboarding process more in-depth, ensuring only top quality staff for our clients.

3.5 - Vendors must possess all licenses, permits and certifications that are required in the performance of this contract prior to the start date of service.

CareerStaff Unlimited holds all necessary licenses, permits and certifications required to perform this contract to its entirety per Solicitation No: CRFQ 0613 VNF2200000001. Being Joint Commission certified our staff is credentialed to State and Federal laws.

**Certificate of Incorporation  
of**

**CareerStaff Management, Inc.**

**THE UNDERSIGNED, being a natural person for the purpose of organizing a corporation under the General Corporation Law of the State of Delaware hereby certifies that:**

**ARTICLE ONE**

**The name of the Corporation is CareerStaff Management, Inc. (referred to hereafter as the "Corporation").**

**ARTICLE TWO**

**The registered office of the Corporation in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.**

**ARTICLE THREE**

**The purpose for which the Corporation is organized is to engage in any and all lawful acts and activity for which corporations may be organized under the General Corporation Law of Delaware. The Corporation will have perpetual existence.**

**ARTICLE FOUR**

**The total number of shares of stock which the Corporation shall have authority to issue ten thousand (10,000) shares of common stock, par value \$.01 per share ("Common Stock").**

**ARTICLE FIVE**

**Directors of the Corporation need not be elected by written ballot unless the bylaws of the Corporation otherwise provide.**

**ARTICLE SIX**

**The board of directors of the Corporation shall have the power to adopt, amend, and repeal the bylaws of the Corporation.**

**ARTICLE SEVEN**

**No contract or transaction between the Corporation and one or more of its directors, officers, or stockholders or between the Corporation and any person (as used herein "person" means other corporation, partnership, association, firm, trust, joint venture, political subdivision, or instrumentality) or other organization in which one or more of its directors, officers, or stockholders are directors, officers, or stockholders, or have a financial interest,**

shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board or committee which authorizes the contract or transaction, or solely because his, her, or their votes are counted for such purpose, if: (i) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the board of directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes the contract or transaction.

#### ARTICLE EIGHT

The Corporation shall indemnify any person who was, is, or is threatened to be made a party to a proceeding (as hereinafter defined) by reason of the fact that he or she (i) is or was a director or officer of the Corporation or (ii) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent permitted under the Delaware General Corporation Law, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any director or officer who is elected and accepts the position of director or officer of the Corporation or elects to continue to serve as a director or officer of the Corporation while this Article Eight is in effect. Any repeal or amendment of this Article Eight shall be prospective only and shall not limit the rights of any such director or officer or the obligations of the Corporation with respect to any claim arising from or related to the services of such director or officer in any of the foregoing capacities prior to any such repeal or amendment to this Article Eight. Such right shall include the right to be paid by the Corporation expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Delaware General Corporation Law, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within sixty (60) days after a written claim has been received by the Corporation, the claimant may at any time

thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Delaware General Corporation Law, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors or any committee thereof, independent legal counsel, or stockholders) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its board of directors or any committee thereof, independent legal counsel, or stockholders) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his or her heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of stockholders or directors, agreement, or otherwise.

The Corporation may additionally indemnify any employee or agent of the Corporation to the fullest extent permitted by law.

As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

#### ARTICLE NINE

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or amendment of this Article Nine by the stockholders of the Corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation arising from an act or omission occurring prior to the time of such repeal or amendment. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the foregoing

provisions of this Article Nine, a director shall not be liable to the Corporation or its stockholders to such further extent as permitted by any law hereafter enacted, including without limitation any subsequent amendment to the Delaware General Corporation Law.

#### ARTICLE TEN

The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of Delaware.

#### ARTICLE ELEVEN

The number of directors which shall constitute the whole Board of Directors shall from time to time be fixed and determined by vote of a majority of the whole Board of Directors serving at the time of such vote and shall be set forth in the notice of any meeting of stockholders held for the purpose of electing directors.

#### ARTICLE TWELVE

Upon filing this Certificate of Incorporation, the following person shall serve as the sole director until the first annual meeting of stockholders or until his successors are elected and qualify:

J. Livingston Kosberg  
3040 Post Oak Boulevard  
Suite 222  
Houston, TX 77056

#### ARTICLE THIRTEEN

The name and mailing address of the incorporator is:

Kyle Longhofer  
Schlanger, Mills, Mayer & Grossberg, L.L.P.  
5847 San Felipe, Suite 1700  
Houston, Texas 77057

IN WITNESS WHEREOF, THE UNDERSIGNED has duly executed this Certificate of Incorporation on this 16<sup>th</sup> day of June, 1994.

  
\_\_\_\_\_  
Kyle Longhofer, Sole Incorporator



REQUEST FOR QUOTATION - CRFQ VNF22\*01  
Direct Care Staffing Services

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**10.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

**10.1.4** Failure to remedy deficient performance upon request.

**10.1.5** The following remedies shall be available to the Agency upon default.

10.1.5.1 Immediate cancellation of the Contract.

10.1.5.2 Immediate cancellation of one or more release orders issued under this Contract.

10.1.5.3 Any other remedies available in law or equity.

**11 MISCELLANEOUS:**

**11.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract Manager and his or her contact information below.

**Name:** Frank McNulty

**Title:** Area Manager

**Office Phone:** 866-851-2765

**Cell Phone:** 610-299-4562

**Fax Number:** \_\_\_\_\_

**Email Address:** frank.mcnulty@careerstaff.com

**11.2 Emergency Contact:** During its performance of this Contract, Vendor must designate and maintain an Emergency contact responsible for any staffing issues that may arise outside of normal business hours. The Emergency contact number must be answered or responded to within 2 hours on any given day or time, including weekends or holidays. Vendor shall supply its Emergency contact information upon request.



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

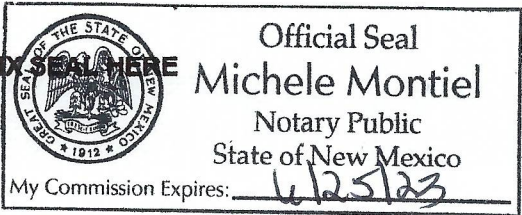
**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: CareerStaff Unlimited, LLC  
Authorized Signature: [Signature] Date: 8/11/21  
State of New Mexico  
County of Bernalillo, to-wit:

Taken, subscribed, and sworn to before me this 11 day of August, 2021  
My Commission expires June 25, 2033

**AFFIDAVIT SEAL HERE**



Official Seal  
Michele Montiel  
Notary Public  
State of New Mexico  
My Commission Expires: 6/25/23

**NOTARY PUBLIC** [Signature]

## Closing Statement

CareerStaff Unlimited demonstrates a clear level of proven experience, capabilities, resources and expertise at both the organizational and individual levels in providing timely, high quality clinical services. CareerStaff Unlimited has a thorough understanding of the needs of this contract and possesses the highest probability of being able to meet your critical staffing needs.

Should CareerStaff Unlimited be selected as your nursing provider, you can rest assured that we will provide superior customer service and care for your residents. We look forward to forming a new partnership and working with a facility who's residents, and officials share the motivation, knowledge and skills to work together to ensure that all community members are cared for and have the health care they require!

Thank you for your consideration,  
Zachary Montiel  
RFP Response Administrator  
CareerStaff Unlimited  
Zachary.Montiel@CareerStaff.com  
(505)-974-0744

x

