

The following documentation is an electronicallysubmitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *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* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

e, Alisha S Pettit			Procureme		Accounts Payable	
ation Response(SR) Dept: 0618	ID: ESR032924000000	5575 Ver.: 1 Function:	New Phase: Final	Modified by batch , 04/04/2024		
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neral Information Contact De	efault Values Discour	t Document Information	Clarification Request			
Procurement Folder:	1397508			SO Doc Code:	CRFQ	
Procurement Type:	Central Master Agreement			SO Dept:	0618	
Vendor ID:	00000206538	2		SO Doc ID:	BVH240000002	
Legal Name: 1	SAUNDERS STAFFING INC			Published Date:	3/26/24	
Alias/DBA:				Close Date:	4/4/24	
Total Bid:	\$0.00			Close Time:	13:30	
Response Date:	04/02/2024			Status:	Closed	
Response Time:	9:20			Solicitation Description:	Open End Purchase For Contract Temporary R LPN, HSA	RN,
Responded By User ID:	CSaundare	2			LEN, 135	11.
				Total of Header Attachments:	6	
First Name:				Total of All Attachments:	6	
Last Name:	Saunders					
Email:	saundersem@saunderss	ti				
Phone:	304-325-3273					



Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

#### State of West Virginia **Solicitation Response**

Proc Folder:	1397508			
Solicitation Description:	Open End Purchase For Contract Temporary RN, LPN, HSA			
Proc Type:	Central Master Agreement			
Solicitation Closes	Solicitation Response Version			
2024-04-04 13:30		SR 0618 ESR04032400000005775	1	

VENDOR					
VS000010023 Fusion Medical Staffing LLC					
Solicitation Number:	CRFQ 0618 BVH2400000002				
Total Bid:	0	Response Date:	2024-04-03	Response Time:	15:21:32
Comments:					

FOR INFORMATION CONTACT THE B David H Pauline 304-558-0067 david.h.pauline@wv.gov	UYER		
Vendor Signature X	FEIN#	DATE	
All offers subject to all terms and con	ditions contained in this solicitation		

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Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
Contract Nursing Services RN, LPN,	HSA 0.00000	HOUR	82557.360000	0.00
Code Manufac	turer	Specific	ation	Model #
01				
	Contract Nursing Services RN, LPN,	Contract Nursing Services RN, LPN, HSA 0.00000 Code Manufacturer	Contract Nursing Services RN, LPN, HSA 0.00000 HOUR Code Manufacturer Specific	Contract Nursing Services RN, LPN, HSA     0.00000     HOUR     82557.360000       Code     Manufacturer     Specification

Commodity Line Comments: Unit price based on attached Exhibit "A" Pricing Page - CRFQ BVH24\*02

#### **Extended Description:**

Please refer to Exhibit "A" Pricing Page to input pricing. Contract Nursing Services RN, LPN, HSA



Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

## State of West Virginia Centralized Request for Quote

Proc Folder:	1397508		Reason for Modification:
Doc Description:	Open End Purchase For Co	ntract Temporary RN, LPN, HSA	Addendum No. 1
Proc Type:	Central Master Agreement		
Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-26	2024-04-04 13:30	CRFQ 0618 BVH2400000002	2
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BID RECEIVING LO	DCATION		
BID CLERK			
DEPARTMENT OF	ADMINISTRATION		
PURCHASING DIV	ISION		
2019 WASHINGTO	N ST E		
CHARLESTON	WV 25305		
US			

Vendor Customer Code: Vendor Name : Address : Street : City : State : Country : Zip : Principal Contact : Vendor Contact Phone: Extension: FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov Vendor Signature X FEIN# DATE	VENDOR		
Address : Street : City : State : Country : Zip : Principal Contact : Vendor Contact Phone: Extension: FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov	Vendor Customer Code:		
Street : City : State : Country : Zip : Principal Contact : Vendor Contact Phone: Extension: FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov	Vendor Name :		
City : State : Country : Zip : Principal Contact : Vendor Contact Phone: Extension: FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov	Address :		
State :       Country :       Zip :         Principal Contact :       Extension:         Vendor Contact Phone:       Extension:         FOR INFORMATION CONTACT THE BUYER       David H Pauline         Jourid H Pauline       304-558-0067         david.h.pauline@wv.gov       Vendor	Street :		
Principal Contact : Vendor Contact Phone: Extension: FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov	City :		
Vendor Contact Phone: Extension: FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov Vendor	State :	Country :	Zip :
FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov	Principal Contact :		
David H Pauline 304-558-0067 david.h.pauline@wv.gov	Vendor Contact Phone:	Extension:	
304-558-0067 david.h.pauline@wv.gov Vendor			
david.h.pauline@wv.gov			
Vendor			
	david.h.pauline@wv.gov		
Signature X FEIN# DATE	Vendor		
	Signature X	FEIN#	DATE

All offers subject to all terms and conditions contained in this solicitation

# ADDITIONAL INFORMATION

Addendum No. 1

To provide responses to the vendor technical questions, see attached.

Bid opening remains April 4, 2024, at 1:30 pm., est.

#### No other changes.

INVOICE TO		SHIP TO	SHIP TO				
WEST VIRGINIA VETERANS HOME		WEST VIRGINIA VETERANS HOME					
512 WA	TER ST	512 WAT	TER ST				
BARBO	URSVILLE WV	BARBOU	JRSVILLE	WV			
US		US					
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price		
1	Contract Nursing Services RN, LPN, HSA	0.00000	HOUR				

Comm Code	Manufacturer	Specification	Model #	
85101601				

#### Extended Description:

Please refer to Exhibit "A" Pricing Page to input pricing.

Contract Nursing Services RN, LPN, HSA

SCHEDULE (	OF EVENTS	
<u>Line</u>	<u>Event</u>	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-03-26

# SOLICITATION NUMBER: CRFQ BVH240000002 Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("BVH240000002") to reflect the change(s) identified and described below.

# **Applicable Addendum Category:**

- $\Box$  Modify bid opening date and time.
- □ Modify specifications of product or service being sought.
- $\boxtimes$  Attachment of vendor questions and responses.
- □ Attachment of pre-bid sign-in sheet.
- $\Box$  Correction of error.
- $\Box$  Other.

# **Description of Modification to Solicitation:**

- 1. To provide responses to the vendor technical questions, see attached.
- 2. Bid opening date remains April 4th, 2024, at 1:30pm.
- 3. No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

# **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# CRFQ BVH24\*02 Vendor Questions and Agency Response.

1. Is this a re-compete RFP?

# Yes, but this is actually a Request for Quotation (RFQ).

2. Could you please share the name of Current Suppliers (who are currently providing services to Agency)?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

3. Could you please share current Supplier's pricing and Proposals?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

4. When the existing contract was started, and what is the annual monetary spent value of the current contract since inception?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

5. How many resources are currently engaged in the current contract?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request." 6. Can you please share the no. of positions served in previous years under this contract?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

7. Can you please share the amount of business each vendor did under this contract in previous years?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

8. Is there any local preference for this contract?

"There is no local preference."

9. What will be the estimated annual budget for this project?

"We have estimated the total number of hours in Exhibit A, Pricing Page." However we will not publish the budgeted amount for this solicitation.

10. Would you be accepting references from public as well as commercial entities?

"Yes."

11. Is sub-contracting required for this contract?

# "No, sub contracting is not required."

12. How many vendors agency is planning to select?

# "The lowest responsible vendor meeting mandatory specifications will be awarded the contract."

13. Is there any Performance Bond for this contract? **"No, a performance bond is not required."** 

14. Can you please confirm that if the Quantity provided in the pricing is No.of Positions or hours?

# "The quantity detailed in the pricing page is estimated annual hours."

**15.** For the technical proposal can you provide exactly what you want? The solicitation does not give specific instructions on what technical specifications you are looking for. If a checklist of submission requirements could be provided it would be very helpful.

"Please refer to Section 3 (Qualifications) and Section 4 (Mandatory Requirements).

**16.** What is the estimated budget for this CRFQ? If unknown, please specify previous spending.

"Please refer to Exhibit A, Pricing Page for estimated hours. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

17. Is this a new requirement? If not, please provide the current vendor(s) providing the service and how are the current services being procured?

# "No.

Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

18. Apart from end of tenure, is there any other reason to release this solicitation? Are there any pain points?

"The spend on the previous contract went above Agency Delegated Spend Thresholds, necessitating a re procurement as a Central Master Agreement. There are no pain points". 19. Please provide a list of all the attachments & forms which is necessary to attach to the proposal.

"The required documents are outlined in section 5 of the specifications."

20. Do we need to submit the Certificate of Insurance and Business License with the proposal?

# "Certificate of Insurance should be provided with bid but must be provided prior to award."

21. What is the average length of the assignment?

"This is a one year term contract with no specified length of time for individual contract workers. Please refer to Exhibit A, Pricing Page for estimated annual hours".

22. Kindly specify the total number of FTE's working and current \$ value spent.

Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

23. Please provide the number of FTE's required under this contract.

"There is no specified number of employees. Please refer to Exhibit A, Pricing Page for estimated annual hours".

24. Is there any preference to the local vendor while evaluating the proposal?

# "There is no local preference."

25. Please provide a copy of the proposal of all current vendors providing staffing services, including rate/cost sheets.

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request." 26. Are nursing services required for veteran homes? If so, how many Full-Time Equivalents (FTEs) are needed by WVVH?

# "Nursing Services are required for Veterans Homes. Please refer to Exhibit A, Pricing Page, for estimated annual hours".

27. Are there any current vendors providing the same services? If yes, is WVVH satisfied with other vendors providing services?

"There is a current vendor providing the same services. This is an RFQ (Request for Quotation). The lowest responsible vendor meeting mandatory specifications will be awarded the contract".

28. Do we need to provide references for similar contracts or specifically for veteran contracts? If so, how many references are required, and could you please provide the reference format?

"References are not required to place a bid."

29. Could you please clarify the FTE requirement and the current number of Full-Time Equivalents (FTEs) working under the contract?

"Please refer to Exhibit A, Pricing Page for estimated annual hours".

**30.** Could you please clarify if the mode of submission is through hard copy or online portal?

"Either will be accepted".

**31.** Should we submit the Technical Proposal and Cost Proposal separately?

"This is a RFQ (Request for Quotation). Please refer to Section 5.2, Pricing Page."

- **32.** Do we need to provide live/sample resume with the bid response?
  - "A sample resume is not required to be submitted with the bid."

**33.** Can you please provide the format for the technical response, including any additional information that needs to be included?

"A signed copy of the TCP document located on Page 23 of the solicitation (Terms and Conditions) as well as the Signature Page in Section 9.1 will suffice for the technical proposal".

34. Do we need to upload Exhibit A - Pricing page on portal in excel format?

"It is not required for the Pricing Page to be in excel format".

**35.** As mentioned in the solicitation

"Vendors can submit bids electronically through wvOASIS" and "Submission of a response to a Request for Proposal is not permitted in wvOASIS." Both the statements are contradicting, can you please confirm the mode of submission for both the technical and financial response. "This is an RFQ (Request for Quotation). Technical proposal can be submitted electronically through wvOASIS. See Section 5.2 for information related to Exhibit A, Pricing Page (this is where vendors will input their pricing).

**36.** As per Exhibit A, the Pricing Page attachment, could you please confirm if the quantity column represents the number of hours per year?

"The quantity detailed in the pricing page is estimated annual hours."

37. Is orientation billable?

"Yes, orientation will be billable."

38. Please provide a list of incumbent suppliers and their bill rates.

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

# 39. What is the estimated annual spend of this contract? "Please refer to Exhibit A, Pricing Page for estimated hours."

40. What is the total amount of spend broken down by vendor over the last year? Over the duration of the contract period?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

41. On the rate sheet, can we provide ranges or do we need a specific rate?

"Please complete the pricing page using specific rates."

42. Will vendor be required to bill Medicare/Medicaid or any third-party insurance?

"No third party billing will be required."

43. What are the time capture requirements?

"Time capture can be completed using any vendor preferred method (for example, time sheets) as long as an agency authorized employee reviews and approves all hours worked."

44. Can we get a copy of your invoice with all of the data reporting and format requirements?

"Upon award the agency will provide the details needed for invoices."

45. Do you have any rounding requirements?

"No, there are no rounding requirements."

46. When does your work week start?

"Our work week begins at 0000 on Saturdays."

47. How long have the incumbent suppliers held this contract?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

48. Are you satisfied with the incumbent suppliers? If not, what are you unsatisfied with?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

49. What is the current amount of contractor usage over the past year? Entire contract period?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

50. What is the main cause or reason to send this project to bid?

"The spend on the previous contract went above Agency Delegated Spend Thresholds, necessitating a re procurement as a Central Master Agreement. There are no pain points".

51. What is the expectation and frequency for on-call needs?

"The agency does not expect to use on-call nurses frequently and if used would be for short lengths of time."

- 52. What is the average length of assignment (12 months, 3 months, per diem)? "The average length of assignment is three (3) months."
- 53. What is the current requisition process in place? "An agency representative reaches out to the vendor and requests a specific discipline for a determined time range. The vendor provides relevant documentation for the possible employee and a date is set for orientation."
- 54. What can we expect for lead time for requisitions for per-diem vs. travel?
- 55. What is entailed in the current orientation process?

# "Once all relevant documentation is reviewed and an orientation date set the agency will oversee the orientation and training of contract nurses."

56. How does a department/unit determine what company(s) to use after these contracts are awarded, assuming that there will be multiple awards made and different bill rates?

"This contract will be awarded to a single bidder."

57. What scorecard criteria will be utilized to evaluate bidders?

"The lowest responsible vendor meeting mandatory specifications will be awarded the contract."

58. What is your current time to fill by discipline?

Please refer to section 4.2.4 that states "The Vendor will agree to provide the required number of staff needed for a shift and/or assignment for at least two (2) hours prior to the start of the shift or assignment to be worked. If a staffing agency's employee calls off, that staffing agency must fill the shift."

59. What	is	your	current	fill	rate?
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"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

60. Do you anticipate your current staffing volume to change in the next year or next 2 years? For example, do you have any significant projects coming up (EMR conversion, new facilities, etc.)?

"We currently do not anticipate any major changes to our nursing staff."

61. Can you confirm if liquidated damages will be applied to the resulting contract?

"No, liquidated damages do not apply to this contract."

62. Can you list all required documents required for submission?

"The required documents are outlined in section 5 of the specifications."

63. Is there a spending amount for the term of this contract? And is it per agency or for all agencies together?

"This is an open-end contract with with no set amount of spend for the term. This contract will be a sole award."

64. Will this contract be awarded to multiple vendors?

"No."

65. What are your current vendor's cost-per-hour rates?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

66. It appears this solicitation only requires Page 1 and Exhibit A Pricing Page for Vendors' proposal submission. Please confirm what additional documentation and information is required in the bid submission package.

"The required documents are outlined in section 5 of the specifications."

67. Please confirm this solicitation opportunity is a Request for Quotes (RFQ) and not a Request for Proposals (RFP).

"This solicitation is a Request for Quotation (RFQ)"

- 68. Confirm the documents listed in this section are required for our contract personnel performing the nursing services, not Vendors' corporate staff managing the contract. "The required licenses and other documentation is for contract staff and not the vendors administration personnel."
- 69. Who are your current incumbents?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

70. What are the current incumbents rates for these positions?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

- 71. Are your current incumbents successfully delivering on all positions?"Yes."
- 72. How many professionals, in each specialty, do you expect to use?

"We can reasonably expect to use four (4) LPN's."

73. Will these professionals be working fulltime (1.0), part time (.5), or as needed?

"As needed that can be full time or part time."

74. How many agencies will be Selected?

"The lowest responsible vendor meeting mandatory specifications will be awarded the contract."

75. What is the forecasted annual spend, per specialty?

"Please refer to Exhibit A, Pricing Page for estimated annual hours".

76. Antitrust Term - Please further explain this section and give an example of how this would work in practice, if applicable.

Please consult your local legal team.

77. Section 4.2.13, page 29 - this appears to be a term for per diem staffing. Are we able to strike this section as it would not be feasible for long term assignment.

"This contract can cover both per diem staffing and long-term assignments."

78. Is there a required proposal format you are looking for or just rates?

The required documents are outlined in section 5 of the specifications."

79. Do we have to submit resumes? If yes, actuals or samples?

"Resumes are not needed for the bid."

80. Under General Terms And Conditions: 7. REQUIRED DOCUMENTS: LICENSE(S) / CERTIFICATIONS / PERMITS., Are the licenses required for the company or the employees to be proposed?

"Employee's to be proposed."

81. Is there any local vendor preference?

"No."

82. What is the Anticipated budget of this contract?

"Please refer to Exhibit A, Pricing Page for estimated annual hours".

83. How many hours per discipline were used and billed in the prior awarded bid?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request."

84. What was the billing rate for the prior awarded vendor?

"Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request." 85. Is this a full-time position or is the vendor used solely for fill-ins and call offs?

### "Vendor will be used for both."

86. Is there a SWAM and small business consideration to the contract?

Please visit the link provided to learn more about S.W.A.M. <u>http://www.state.wv.us/admin/purchase/VendorReg.html#SWAM</u>

87. Wil there be multiple awards?

No, this contract will be awarded to the low bid meeting specifications.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ BVH2400000002

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

# Addendum Numbers Received:

(Check the box next to each addendum received)

$\boxtimes$	Addendum No. 1	Addendum No. 6
	Addendum No. 2	Addendum No. 7
	Addendum No. 3	Addendum No. 8
	Addendum No. 4	Addendum No. 9
	Addendum No. 5	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Saunders Staffing, Inc.

Company

Connie Saunders

Authorized Signature

03/27/2024

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

#### State of West Virginia Centralized Request for Quote

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Date Issued	Solicitation Closes	Solicitation No	Version		
2024-03-20	2024-04-04 13:30	CRFQ 0618 BVH240000002	1		

BID RECEIVING LOCATION			
BID CLERK			
DEPARTMENT OF ADMINISTRATION			
PURCHASING DIVISION			
2019 WASHINGTON ST E			
CHARLESTON WV 25305			
US			
VENDOR			
Vendor Customer Code:			
Vendor Name :			
Address :			
Street :			
City :			
State :	Country :		Zip :
Principal Contact :			
Vendor Contact Phone:		Extension:	
FOR INFORMATION CONTACT THE BUYER			
David H Pauline 304-558-0067			
david.h.pauline@wv.gov			

Vendor Signature X FEIN# DATE

All offers subject to all terms and conditions contained in this solicitation

#### ADDITIONAL INFORMATION

The State of West Virginia Purchasing Division, is soliciting bids for the West Virginia Veterans Home Barboursville, WV, to establish an open-end contract for Temporary RN, LPN, HSA Employee's located 512 Water St, Barboursville WV 25504, per the attached documentation.

	то		SHIP TO	1		
WEST VIRGINIA VETERANS HOME		WEST VIRGINIA VETERANS HOME				
512 WATE	ER ST		512 WAT	ER ST		
BARBOUF	RSVILLE	WV	BARBOL	IRSVILLE	WV	
US			US			
Line	Comm Ln Desc		Qty	Unit Issue	Unit Price	Total Price
1	Contract Nursing S	Services RN, LPN, HSA	0.00000	HOUR		
Comm Co	de	Manufacturer	Specifica	tion	Model #	
85101601						

Contract Nursing Services RN, LPN, HSA

SCHEDULE (	DF EVENTS	
<u>Line</u>	<u>Event</u>	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-03-26

	Document Phase	Document Description	Page 3
BVH240000002		Open End Purchase For Contract Temporary RN, LPN, HSA	

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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2024-03-26	2024-04-04 13:30	CRFQ 0618 BVH2400000002	2			
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BID RECEIVING LO	DCATION					
BID CLERK						
DEPARTMENT OF	ADMINISTRATION					
PURCHASING DIV	PURCHASING DIVISION					
2019 WASHINGTO	019 WASHINGTON ST E					
CHARLESTON	WV 25305					
US						

Vendor Customer Code: Vendor Name : Address : Street : City : State : Country : Zip : Principal Contact : Vendor Contact Phone: Extension: FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov Vendor Signature X FEIN# DATE	VENDOR		
Address : Street : City : State : Country : Zip : Principal Contact : Vendor Contact Phone: Extension: FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov	Vendor Customer Code:		
Street : City : State : Country : Zip : Principal Contact : Vendor Contact Phone: Extension: FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov	Vendor Name :		
City : State : Country : Zip : Principal Contact : Vendor Contact Phone: Extension: FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov	Address :		
State :       Country :       Zip :         Principal Contact :       Extension:         Vendor Contact Phone:       Extension:         FOR INFORMATION CONTACT THE BUYER       David H Pauline         Jourid H Pauline       304-558-0067         david.h.pauline@wv.gov       Vendor	Street :		
Principal Contact : Vendor Contact Phone: Extension: FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov	City :		
Vendor Contact Phone: Extension: FOR INFORMATION CONTACT THE BUYER David H Pauline 304-558-0067 david.h.pauline@wv.gov Vendor	State :	Country :	Zip :
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304-558-0067 david.h.pauline@wv.gov Vendor			
david.h.pauline@wv.gov			
Vendor			
	david.h.pauline@wv.gov		
Signature X FEIN# DATE	Vendor		
	Signature X	FEIN#	DATE

All offers subject to all terms and conditions contained in this solicitation

# ADDITIONAL INFORMATION

Addendum No. 1

To provide responses to the vendor technical questions, see attached.

Bid opening remains April 4, 2024, at 1:30 pm., est.

#### No other changes.

INVOICE TO		SHIP TO	SHIP TO			
WEST \ HOME	/IRGINIA VETERANS	WEST V HOME	IRGINIA VETERAN	3		
512 WATER ST		512 WAT	TER ST			
BARBO	URSVILLE WV	BARBOU	JRSVILLE	WV		
US		US				
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price	
1	Contract Nursing Services RN, LPN, HSA	0.00000	HOUR			

Comm Code	Manufacturer	Specification	Model #	
85101601				

#### Extended Description:

Please refer to Exhibit "A" Pricing Page to input pricing.

Contract Nursing Services RN, LPN, HSA

SCHEDULE (	OF EVENTS	
<u>Line</u>	<u>Event</u>	Event Date
1	Vendor Technical Questions Due By 11:00 am., est.	2024-03-26

	Document Phase	Document Description	Page 3
BVH240000002		Open End Purchase For Contract Temporary RN, LPN, HSA	

# ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



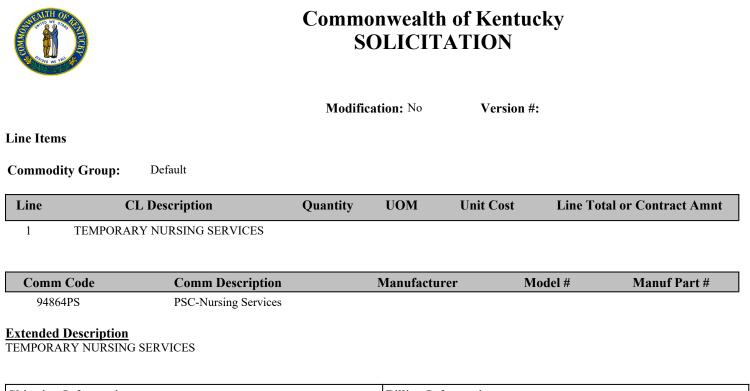
# **Commonwealth of Kentucky SOLICITATION**

		Modification: No	Version #:	
TITLE: TEMPORARY NURSIN	G SERVICES			
Date Issued: 03/18/2024 Record Date: 03/15/2024	<b>Solicit</b> <b>Date:</b> 04/16/2 <b>Time:</b> 16:00		Solicitation No: RFP 074 240000252	2
Online Bidding Prohibited:	Yes			
<b>For Information Call:</b> Pamela Barber 270-322-3566		Western Kent Purchasing O 926 Veterans	Drive	12
		Hanson	KY 424	13
Vendor Customer Number:				
Vendor Name:				
Phone Number:				
Fax Number:				
Email Address:				
Ordering		Payment		
Address:		Address:		
City, State, Zip:		City, State,	Zip:	
Contact Name:		Contact Na	me:	
Contact Email:		Contact Em	ail:	
Contact Phone Number:		Contact Phe	one Number:	
Ownership Type		•		
Sole Proprietorship	Partnership Corpora	tionOther		

# SIGNATURE OF AUTHORIZED AGENT IS RESPONSE UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY. FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X\_\_\_\_\_ Date\_\_\_\_\_

All offers subject to all terms and conditions contained in this solicitation.



11 0		Billing Information Western Kentucky Veterans Center			
926 Veterans Drive		926 Veterans Drive			
Hanson	KY	42413	Hanson	KY	42413

# Commonwealth of Kentucky SOLICITATION

Modification: No

Version #:

**Submission Checklist** 

The following items will be required to be submitted with bid:

<u>Item</u> TECHNICAL COST Oral Demonstration

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#### Revised March 2023 PROPOSAL SUBMISSION CHECKLIST The vendor MUST include the following with the proposal submission. If the items highlighted below <u>are not</u> submitted with the proposal submission, <u>the Commonwealth MUST deem the proposal non-responsive and</u> SHALL NOT consider for award.

All other items **MUST** be submitted prior to award.

SIGNED AND COMPLETED SOLICITATION –Section(s) 8.00 and 8.10 of this RFP (not required if submitting electronically)

\*PROPOSED SOLUTION (TECHNICAL) UNDER SEALED COVER AND BY CLOSING DATE --Section(s) 8.00 and 8.10 of this RFP

\*PROPOSED SOLUTION (COST) UNDER SEALED COVER AND BY CLOSING DATE --Section(s) 8.00 and 8.10 of this RFP

\_\_\_\_\_ TRANSMITTAL LETTER – Section 8.20 of this RFP

PROOF OF REGISTRATION WITH SECRETARY OF STATE BY A FOREIGN ENTITY --Section 9.00 of the Personal Service Contract Terms and Conditions of this RFP

\_\_\_\_\_ REQUIRED AFFIDAVIT(S) – Section 8.20 of this RFP

\*The Commonwealth defines SEALED as "a closure that must be broken to be opened and that thus reveals tampering" (Merriam-Webster Dictionary, <u>https://www.merriam-webster.com/dictionary/seal</u>

REQUEST FOR PROPOSAL FOR PERSONAL SERVICE CONTRACT

Kentucky Department of Veterans Affairs Joseph Eddie Ballard Western Kentucky Veterans Center 926 Veterans Drive Hanson, KY 42413

Emergency Staffing – Nursing – RN, LPN, CMA, and CNA RFP-074-2400000252

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This document constitutes a Request for Proposals for a Personal Service Contract from qualified individuals and organizations to furnish those services as described herein for the Commonwealth of Kentucky, Kentucky Department of Veterans Affairs, and Joseph Eddie Ballard Western Kentucky Veterans Center.

Offerors are advised that any personal service contract resulting from this RFP must comply with all applicable provisions of KRS 45A and KRS 12.210 prior to becoming effective.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet and filed with the Legislative Research Commission, Government Contract Review Committee.

#### 1.00 Purpose and Background

JEB Western Kentucky Veterans Center is issuing this Request for Proposal to obtain an open and competitive procurement for temporary nursing services at the JEB Western Kentucky Veterans Center a 156-bed long-term care facility located at 926 Veterans Drive, Hanson, KY. 42413. JEB Western Kentucky Veterans Center shall award this contract as a multi-vendor contract. The purpose of the proposal is to provide an adequate level of nursing staff for emergency defined as: short staffed (various reasons) and unable to reschedule the JEB WKVC staffing to meet needs of residents. Contract will only be used in an emergency.

#### 2.00 Scope of Work REGISTERED NURSE (RN)

The duties required of emergency staff include but are not limited to as follows:

Supervises professional and ancillary employees in the administration of efficient nursing care of residents and makes recommendations to the nursing administrator and nurse shift supervisor. Gives counsel and applies procedures to safeguard life and health. Shall provide first level supervision and evaluation to the nursing care staff. Documents, communicates, and reports administrative/clinical issues in a clear and concise manner to appropriate personnel. Assesses, plans interventions, evaluates, and implements resident plans of care. Ensures updates are specific and timely. Confers with licensed personnel regarding resident conditions, changes in care needs, treatment, notification of health care providers (MD/ARNP), and disposition to external facility. Assigns clinical staff based on knowledge, skills, and expertise to meet identified resident/patient care needs. Participates in all aspects of direct care including responding to emergency situations. Document pertinent medical information in residents' clinical record. Update resident representatives of changes in condition. Participates in staff education and services as a preceptor in new employee orientation. Administers medication and treatment as prescribed. Accepts and accounts for prescription drugs and related paraphernalia. Explains medication purposes, dosages, and possible side effects to patients. Participates as a member of patient's individual treatment team. Attends in-service training programs. Participates in drills for and responds to facility emergencies. Utilizes standard infection control procedures. Accepts work in units as assigned per shift as necessary to maintain optimal staffing levels.

#### LICENSED PROFESSIONAL NURSE (LPN)

Performs nursing practice under the direction of a registered nurse or physician. Performs acts requiring knowledge and skills such as are taught or acquired in approved schools for practical nursing. Observes and cares for the ill, injured or infirmed within scope of his/her education and clinical skills. Collects nursing assessment data. Gives counsel and applies procedures to safeguard life and health. Administers medication and treatment as prescribed. Explains medication purposes, dosages, and possible side effects to residents. Accepts and accounts for prescription drugs and related paraphernalia. Observes and reports skin breakdown. Collects, labels and records sputum, urine, or stool specimens for laboratory analysis. Teaches and delegates to others the performance of nursing care activities. Supervises unlicensed assistive personnel in the performance of resident care activities. Participates as a member of the resident's individual treatment team. Assists medical and other professional staff. Consults with registered nurses, ARNP or physician on situations beyond the scope of his/her education and clinical skills. Participates in emergency drills and responds to facility emergencies. Document pertinent medical information in resident's clinical record. Update resident representative of changes in condition. Accepts and accounts for drugs and related

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paraphernalia. Communicates with resident's family members. Reports unusual incidents with staff or residents to supervisor. Utilizes standard infection control procedures. Accepts work in a neighborhood as assigned per shift as necessary to maintain optimal staffing levels.

#### CERTIFIED NURSING ASSISTANT (CNA)

Performs sub-professional and non-technical task in the personal care of residents. Assists residents with personal hygiene such as bathing, dental/oral care, hair/nail care, dressing and incontinence care. Assists residents with bowel and bladder functions by escorting to bathroom, providing bedpans, performing catheter care, etc. Checks and records food and fluid intake, bowel movements and urine output. Assists with meals and nourishments. Measures and records temperatures, blood pressure, pulse, oxygen saturation, and respiration and records on resident's chart. Participates in treatment team meetings. Attends in-service training programs. Report unusual incidents of staff or patients to a licensed nurse. Participates in drills and responds to facility emergencies. Changes and transports soiled and contaminated linens. Turns and repositions physically dependent residents to maintain comfort and relieve pressure every two hours per facility protocol. Aid Residents in preparation for activities and programs within and outside the center. Assist residents in transferring by lifting them manually or by use of mechanical lifts as needed. Utilize standard infection control procedures. Accepts work in a neighborhood as assigned per shift as necessary to maintain optimal staffing levels.

#### **CERTIFIED MEDICATION AIDE (CMA)**

Performs delegated duties in medication administration, treatment, and care of patients/residents under the direction of a registered nurse or licensed practical nurse; and performs other duties as required. Prepares, administers, and charts medications and treatments within the scope of their practice. Performs medical treatments under supervision of a licensed nurse. Takes temperatures, blood pressures, oxygen saturation, and respiration and records on patient's chart. Participates in treatment team meetings. Provides first aid for minor injuries. Accepts and accounts for drugs and related paraphernalia. Attends in-service training programs. Reports unusual incidents with staff or patients to a licensed nurse. Participates in drills for and responds to facility emergencies. Assists residents in personal hygiene such as bathing, dental and oral care, hair and nail care. Observes and reports skin breakdown. Assists residents with bowel and bladder functions by taking them to restrooms, providing bedpans or portable commodes, and performing catheter care. Collects, labels and records sputum, urine, or stool specimens for laboratory analysis. Changes and transports soiled and contaminated linens. Assists residents in dressing and undressing. Turns and repositions physically dependent residents to maintain comfort and relieve pressure every two hours per facility protocol. Aids residents in preparation for activities and programs within and outside the center. Assists residents in transferring by lifting them manually or by mechanical lifts as needed. Records residents' food and fluid intake, bowel movements and urine output. Accepts work in various units as necessary to maintain optimal staffing levels.

#### **OFFEROR/OFFERORS RESPONSIBILITY**

Certificates of Liability Insurance (Must maintain during the life of the contract)

Copy of License to practice medicine in the Commonwealth of Kentucky

Offeror shall provide to JEB WKVC Current proof of National Background check with fingerprinting for any offerors employees to be used at JEB WKVC facility at offerors expense.

Maintain a current listing of RN, LPN, CMA, and CNAs in pool available for JEB WKVC location needs to be reviewed by JEB WKVC Administrator or designee if requested.

#### 3.00 Evaluation Criteria

The JEB Western Kentucky Veterans Center shall conduct a comprehensive, fair, and impartial evaluation of all proposals. The JEB Western Kentucky Veterans Center may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The JEB Western Kentucky Veterans Center reserves the right to reject all proposals.

The JEB Western Kentucky Veterans Center has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the offeror.

Each vendor is responsible for submitting all relevant, factual, and correct information with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the vendor.

The JEB Western Kentucky Veterans Center shall evaluate the proposals by assigning scores as indicated.

#### **Technical Proposal Evaluation**

Criteria	Maximum Points Possible
Mandatory Requirements:	Pass/Fail
Requirements that include the words "Shall", "Will", "Must" indicate a mandatory requirement	
Mandatory Requirement means a condition set out in the specifications or statement of work that must be met without exception.	
PROPOSALS THAT DO NOT MEET MANDATORY REQUIREMENTS WILL BE DEEMED NON- RESPONSIVE AND WILL NOT BE CONSIDERED.	
Provide Previous Experience: offeror shall include years of experience and a list of experiences as pertains to the RFP.	400
Maximum Points Possible	400

#### **Cost Proposal Evaluation**

Criteria	Maximum Points Possible
Cost: Lowest Cost Per Service	600
Submit cost for each Position and Service: RN, LPN, CMA, and CNAs including a breakdown for each listed cost below. Please attach a spreadsheet for each position the costs associated for Regular, Holiday, Overtime, and Shift Preference.	
<b>Regular: Total cost per hour =</b> Holiday: Total Cost per hour = Overtime: Total cost per hour =	

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Shift Preference: Total cost per hour =	
Maximum Points Possible	600

#### Oral Demonstration/Presentation Evaluation, if required

Criteria	Maximum Points Possible
Oral Presentations/Demonstrations	250
The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals. Oral Presentations/Demonstrations may be conducted through videoconferencing or by conference call, if it is in the best interest of the Commonwealth to do so. This is the opportunity for the vendor to present and demonstrate the solution and to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations.	
If required, the <b>top 3</b> highest ranking vendors may be invited. Scheduling will be at the discretion of the Commonwealth. The Commonwealth reserves the right not to require oral presentations/demonstrations <b>Maximum Points Possible</b>	250

#### **Total Proposal Evaluation**

Criteria	Maximum Points Possible
Technical Proposal	400
Cost Proposal	600
Oral Demonstration	250
MAXIMUM POINTS POSSIBLE	1250

#### 4.00 Schedule of RFP Activities

The following schedule presents the major activities associated with the RFP distribution, written questions, and proposal submission. The Commonwealth reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

Release of RFP	3/18/2024
Written Questions due by: 4:00 Central Time	3/25/2024
Anticipated Commonwealth Response to Written Questions	4/2/2024

#### Offeror's Conference

#### Proposals Due by: 4:00 Central Time

All bidders are cautioned to be aware of the security in the JEB Western Kentucky Veterans Center located at 926 Veterans Drive, Hanson, Kentucky 42413. All bids shall be time stamped in the JEB Western Kentucky Veterans Center no later than the due date and time defined in this Solicitation. In person or courier delivered bids in response to this Solicitation shall be delivered to JEBWKVC Purchasing Department Attn: Pam Barber 926 Veterans Drive, Hanson, KY 42413. Delays due to building security checks shall not be justification for acceptance of a late bid.

N/A

4/16/2024

\*NOTE: ALL TIME REFERENCES ARE TO THE CENTRAL TIME ZONE.

#### 5.00 Offeror's Conference

N/A

#### 6.00 Point of Contact

The Agency Contact named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular mail, express mail or electronic mail), concerning this procurement shall be addressed to:

Pam Barber, Purchasing Agent 926 Veterans Drive, Hanson, KY 42413 270-322-3540 pamela.barber@ky.gov

From the issue date of this RFP until a Contractor(s) is selected and the selection is announced, Offerors shall not communicate with any other Commonwealth staff concerning this RFP.

#### 7.00 Questions Regarding this RFP

Questions must be submitted in writing to the Agency Contact. The Commonwealth will respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth's eProcurement page.

#### 8.00 Proposal Submission

#### Hard Copy Proposals

Each qualified offeror shall submit only **one (1) proposal**. Alternate proposals shall not be allowed. Failure to submit as specified shall result in a non-responsive proposal.

The vendor should complete the "Vendor" box on the face of the solicitation. An authorized representative of the vendor shall sign where indicated on the face of the solicitation. Signature is not required if proposals are submitted electronically.

-Acknowledgment of Addenda

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It is the vendor's responsibility to check the web site for any modifications to this solicitation. Vendors are encouraged to acknowledge each addendum by signing and submitting the latest addendum with their response. However, signing the face of the solicitation as indicated above constitutes the vendor's acknowledgement of an agreement to be bound by the terms of all addenda issued.

Failure to specifically acknowledge addenda will not excuse the vendor from adhering to all changes to the requirements of the solicitation set forth therein nor provide justification for any pricing changes.

All submitted technical and cost proposals shall remain valid for a minimum of six (6) months after the proposal due date.

8.10 Format of Response

#### Hard Copy Proposals

- A. Proposals shall be submitted in three (3) parts: The <u>Technical Proposal</u>, the <u>Cost</u> <u>Proposal</u>, and if applicable the <u>Proprietary Information</u>.
  - 1. The **Technical Proposal** should include <u>one (1) marked original hard/paper</u> <u>copy technical</u> and <u>number marked technical</u> thumb/flash drives (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos.
  - 2. The **Cost Proposal** should include <u>one (1) marked original hard/paper copy</u> <u>cost</u> and <u>number marked cost</u> thumb/flash drives (in Microsoft Word, Microsoft Excel or PDF format ONLY). Do not include embedded documents, hyperlinks or hyperlinks to videos.
  - 3. Any **Proprietary Information** should include <u>one (1) marked original hard/</u> <u>paper copy proprietary and number marked proprietary data</u> thumb/flash drives (in Microsoft Word, Microsoft Excel, or PDF format ONLY). Do not include embedded documents, hyperlinks, or hyperlinks to videos.

Proposal shall be submitted to the Agency Contact. The outside cover of the package containing the technical proposal shall be marked:

Emergency Staffing – Nursing – RN, LPN, CMA, and CNA

#### RFP-074-2400000252

TECHNICAL PROPOSAL

Name of Offeror

The outside cover of the package containing the cost proposal shall be marked:

Emergency Staffing – Nursing – RN, LPN, CMA, and CNA RFP-074-2400000252 COST PROPOSAL

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Name of Offeror

If applicable, the outside cover of the package containing the proprietary shall be marked:

## Emergency Staffing – Nursing – RN, LPN, CMA, and CNA

#### RFP-074-2400000252

PROPRIETARY PROPOSAL

Name of Offeror

All proposals must be received no later than 4:00 P.M. Central Time 4/16/2024

# Pricing shall only be provided in the Cost Proposal. DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.

All submitted Technical and Cost Proposals shall remain valid for a minimum of six (6) months after the proposal due date.

#### 8.20 Format of Technical Proposal

The Technical Proposal must be arranged and labeled in the manner set forth below.

**Transmittal Letter** – a Transmittal letter shall be submitted on Offeror's letterhead and signed by an agent authorized to bind the Offeror. The Transmittal letter shall include the following:

a.	A statement that deviations are included, if applicable.
b.	A statement that proprietary information is included, if applicable.
C.	A statement that, if awarded a contract as a result of this Solicitation, the Offeror shall comply in full with all the requirements of the Kentucky Civil Rights Act and shall submit all data required by KRS 45.560 to 45.640.
d.	A sworn statement that, pursuant to KRS 11A.040, that Offeror has not knowingly violated any provisions of the Executive Branch Code of Ethics.
e.	A statement certifying that the price in this proposal was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.
f.	A statement affirming that the Offeror is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing with the Office of the Kentucky Secretary of State for the duration of any awarded contract resulting from this Solicitation.
g.	The name, address, telephone number and email address and website address, if available, of the contract person to serve as a point of contact for day-to-day operations.
h.	Subcontractor information to include the name of the company, address, telephone number and contact name, if applicable.
i.	Foreign entity's organization number issued by the Secretary of State in a certificate of authority or a statement of foreign qualification, if applicable.

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**Completed and Signed Solicitation and Addenda** – An authorized representative MUST complete and sign the Solicitation form and include the following:

- a. "Vendor" box and "Payment" box should be completed.
- b. Vendor shall indicate ownership type.
- c. Vendor shall provide "FEIN" if applicable.
- d. Vendor shall provide date the form is completed and signed.
- e. Signed face of the most recent Addenda, if applicable.

Signed and Notarized Required Affidavit for Bidders or Offerors - available at the following link: https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx.

# Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status – if applicable. Available at the following link:

https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx.

\*Offerors not claiming Resident Bidder Status need not submit this affidavit.

Signed and Notarized Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status – if applicable. Available at the following link: <u>https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx</u>.

\*Offerors not claiming Qualified Bidder Status need not submit this affidavit.

**Response to the Technical Portion of the RFP** – Please provide a detailed response to the technical requirements outlined in the Evaluation Criteria. No cost information shall be provided in the technical portion.

#### 8.30 Format of Cost Proposal

The Cost Proposal must be submitted under separate cover from the Technical Proposal and must be arranged and labeled in the manner specified. The proposal with the lowest price receives the maximum score. The remaining proposals with the next lowest price receives points by dividing the lowest price by the next lowest price and multiplying that percentage by the available points.

#### 8.40 Certification Regarding Debarment and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Offeror shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Offeror and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency.

For the purposes of this certification, "Principals", means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

#### 9.00 Rules of Procurement

To facilitate this procurement, various rules have been established. These are described in the following paragraphs.

Offerors should review and comply with the General Conditions and Instructions for Solicitation/Contract listed under "Response to Solicitation" located on the eProcurement web page at <a href="https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx">https://finance.ky.gov/eProcurement/Pages/doing-business-with-the-commonwealth.aspx</a>

The procurement process will provide for the evaluation of proposals and selection of the winning proposal in accordance with state law and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by state agencies.

#### 9.10 Technical Proposal Evaluation

The JEB Western Kentucky Veterans Center will evaluate the proposal based on the technical portion of the Evaluation Criteria. Each Offeror is responsible for submitting all relevant, factual, and correct information

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with their offer to enable the evaluator(s) to afford each vendor the maximum score based on the available data submitted by the Offeror. Past Offeror Performance may be considered in the award of this Contract. Offerors with a record of poor performance in the last twelve (12) months may be found non-responsible and ineligible for award.

#### 9.20 Cost Proposal Evaluation

The JEB Western Kentucky Veterans Center will evaluate the proposal based on the cost portion of the Evaluation Criteria.

#### 9.30 Right to Reject/Waiver of Minor Irregularities

The Commonwealth reserves the right at its discretion to reject any and all offers. The Commonwealth also reserves the right at its discretion to waive informalities and minor irregularities in offers received.

#### 9.40 Clarification of Proposals

The Commonwealth reserves the right at its discretion to request additional information as may reasonably be required for selection and to reject any proposals for failure to provide additional information on a timely basis.

The Commonwealth reserves the right to conduct discussions with any Offeror who has submitted a proposal to determine the Offeror's qualifications for further consideration. Such discussions shall not disclose any information derived from proposals submitted by other Offerors.

#### 9.50 Best and Final Offers

The Commonwealth reserves the right at its discretion to request a Best and Final Offer (BAFO) for technical and/or cost proposals. Offerors are cautioned to propose their best possible offers at the outset of the process, as there is no guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

#### 9.60 Vendor Response and Public Inspection

This RFP specifies the format, required information and general content of proposals to be submitted in response to the RFP. The Kentucky Department of Veterans Affairs and the JEB Western Kentucky Veterans Center shall not disclose any portions of the proposals prior to contract award to anyone outside the Kentucky Department of Veterans Affairs and the JEB Western Kentucky Veterans Center, representatives of the agency for whose benefit the contract is proposed, representatives of the federal government, if required, and the members of the evaluation committee. After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any and all documents submitted by an Offeror in response to the RP shall be available for public inspection after contract award pursuant to the Kentucky Open Records Act, KRS 61.870 to 61.884 ("the Act"). When responding to a request to inspect records submitted in response to this RFP, the Commonwealth will not redact or withhold any information or documents unless the records sought are exempt from disclosure pursuant to KRS 61.878 or other applicable law. Similarly, no such documents shall be exempt from public disclosure, regardless of the Offeror's designation of the information contained therein as "proprietary," "confidential," or otherwise, except in cases where the requested documents (or information contained therein) would be excluded from application of the Act under KRS 61.878(1)(c).

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejections of the proposal will not affect this right.

**9.70** Reciprocal Preference for Kentucky Resident Bidders and Preferences for a Qualified Bidder The scoring of bids/proposals is subject to the reciprocal preference for Kentucky resident bidders and preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (See KRS 45A.490(1), (2), 45A.492, 45A.494 and KAR 200 5:410).

# Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

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#### Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit the attached Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status as part of its response. The JEB Western Kentucky Veterans Center reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

As part of its response, a nonresident bidder shall submit its certificate of authority to transact business in the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

# Preferences for Qualified Bidder or the Department of Corrections, Division of Prison Industries (200 KAR 5:410)

Pursuant to KRS 45A.470 and 200 KAR 5:410, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation. New Vision Industries, Inc., any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Any bidder claiming "qualified bidder" status, other than New Vision Industries, Inc., shall submit a notarized affidavit affirming that it meets the requirements to be considered a qualified bidder as part of its response to the solicitation (affidavit form included as part of this RFP). If requested, failure to provide documentation proving qualified bidder status to a public agency, if requested, may result in disqualification of the bidder or contract termination.

#### 9.80 Negotiation

After conducting the evaluation to determine the best proposal received, the Agency reserves the right to negotiate a fair and reasonable compensation based on the pricing submitted in the Offeror's proposal. If the negotiations fail to reach an agreement on a fair and reasonable compensation rate, the Agency reserves the right to proceed to the next highest ranked proposal. Other terms and conditions relating to the technical and/or cost proposals may be negotiated at the sole discretion of the Commonwealth.

#### 9.85 Best Interests of the Commonwealth

The Commonwealth will rank all proposals in the manner set forth in the Evaluation Criteria. However, the Commonwealth reserves the right to reject any or all proposals in whole or in part before, during, or after negotiation based on the best interests of the Commonwealth.

#### CONTRACT AWARD, TERMS, AND CONDITIONS

#### 10.00 Notification of Award

To view the award of contract(s), including the contractor(s) receiving the award(s) for this solicitation, access the Kentucky Vendor Self Service Site at:

#### https://vss.ky.gov

Offerors can search for the solicitation title or number in the keyword search field or filter their search for only awarded solicitations by clicking on "Advanced Search" and changing the status to "awarded." The award(s) information can be accessed by clicking on the details button of the solicitation and clicking the "Notice of Award" tab. It is the Offeror's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided to unsuccessful Offerors.

#### 10.10 Beginning of Work

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This Contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and filed with the Legislative Research Commission's Government Contract Review Committee. The Contractor shall not commence any billable work until a valid Contract has been fully executed. This Contract, including the components referenced in Section 10.20, shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

#### 10.20 Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award, shall create a valid contract between the Parties consisting of the following:

- 1. Procurement Statutes, Regulations and Policies
- 2. Any written Agreement between the Parties.
- 3. Any Addenda to the Solicitation.
- 4. The Solicitation and all attachments
- 5. Any Best and Final Offer.
- 6. Any clarifications concerning the Contractor's proposal in response to the Solicitation.
- 7. The Contractor's proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

#### **10.30** Contract Term and Renewal Option

The initial term of the Contract is anticipated to be from July 1, 2024, through June 30, 2026.

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the Contract and until the Contract has been filed with the Legislative Research Commission, Government Contract Review Committee.

# The Commonwealth reserves the right to renew this contract for up to two (2) additional two (2) year periods.

Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705.

#### 10.40 Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth and incorporated as a written amendment by the JEB Western Kentucky Veterans Center prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/ or other correspondence shall not be construed as amendments to the Contract.

#### 10.50 Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing. After the award of the Contract, all communications of a contractual or legal nature are to be made to the Agency Contact.

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#### Personal Service Contract Standard Terms and Conditions Revised June 2023

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and Whereas, the second party, the Contractor, is available and qualified to perform such function; and Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

**NOW THEREFORE**, the following terms and conditions are applicable to this contract:

#### 1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

#### 2.00 Renewals

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

#### 3.00 LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage <a href="https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html">https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html</a> and would impact any contract established under KRS 45A.690 et seq., where applicable.

#### 4.00 Choice of Law and Forum

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

#### **5.00 EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

#### 6.00 Cancellation

The Commonwealth shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

#### 7.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

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#### 8.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

#### 9.00 Authorized to do Business in Kentucky

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

#### Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010: to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030:

<u>https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424</u> therefore, foreign entities should submit a copy of their certificate with their solicitation response.

If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010: <u>https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318</u>, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070: https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474

Businesses can register with the Secretary of State at:. https://www.sos.ky.gov/bus/business-filings/Pages/default.aspx

#### 10.00 Invoices for fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

# Pursuant to KRS 45A.695, <u>no payment shall be made on any personal service contract unless</u> the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

\*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <u>https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html</u>

#### 11.00 Travel expenses, if authorized

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

#### 12.00 Other expenses, if authorized herein

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The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

#### 13.00 Purchasing and specifications

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

#### 14.00 Conflict-of-interest laws and principles

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

#### 15.00 Campaign finance

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

#### 16.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

#### 17.00 Protest

Pursuant to KRS 45A.285, the Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after

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such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

#### Holly M. Johnson, Secretary

Commonwealth of Kentucky Finance and Administration Cabinet Office of the Secretary 200 Mero Street, 5th Floor Frankfort, KY 40622 The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

#### **18.00 Social Security**

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

#### 19.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by

providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

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#### 20.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex,

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sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

# 21.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

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The contractor represents that, pursuant to <u>KRS 45A.485</u>, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES) KRS Chapter 139 (SALES AND USE TAXES) KRS Chapter 141 (INCOME TAXES) KRS Chapter 337 (WAGES AND HOURS) KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES) KRS Chapter 341 (UNEMPLOYMENT COMPENSATION) KRS Chapter 342 (WORKERS' COMPENSATION)

#### **Boycott Provisions**

The contractor represents that, pursuant to <u>KRS 45A.607</u>, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

#### **Lobbying Prohibitions**

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in <u>KRS 11A.236</u> during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to <u>KRS 45A.328</u>, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.



Saunders Staffing, INC.

# **Proposal to West Virginia Veterans Home**

CRFQ 0618 BVH240000002

Due by: April 4, 2024



Submitted by: Connie Saunders 1116 Smith Street, Suite 314 Charleston, WV 25301 Submitted to: David Pauline

Phone 304-558-0067

Phone: 304-344-4733 Email: <u>saundersem@saundersstaffing.net</u> <u>www.saunderstaffing.net</u>

## **BACKGROUND AND EXPERIENCE**

Saunders Staffing Inc. boasts an impressive legacy spanning over three decades in the staffing industry. Established more than 30 years ago, the company has continually evolved, adapting to the dynamic needs of the workforce and the ever-changing landscape of employment.

One of Saunders Staffing Inc.'s notable achievements is its certification as a SWaM (Small, Women-owned, and Minority-owned Business) enterprise. This certification not only reflects the company's commitment to diversity and inclusion but also opens opportunities for partnerships and contracts with government agencies and private corporations alike.

Saunders Staffing Inc. has built a reputation for excellence through its successful placements across various industries and sectors. Particularly noteworthy are its partnerships with state-run VA (Veterans Affairs) centers, where the company has demonstrated its ability to match skilled professionals with positions that align with the unique needs of veterans and the healthcare system.

The company's longevity speaks volumes about its dedication to quality service, integrity, and client satisfaction. With each passing year, Saunders Staffing Inc. continues to refine its strategies, expand its network, and uphold its position as a trusted partner in the staffing industry.

## SAUNDERS AND STATE-RUN MEDICAL FACILITIES

Saunders track record in providing medical personnel for State Run Veterans and Nursing Facilities underscores our commitment to excellence. Our rigorous recruitment, screening, and assignment processes have consistently delivered qualified professionals, ensuring optimal care for those who have served our country and our elderly population.

## WHY SAUNDERS STAFFING

When it comes to medical staffing, Saunders Staffing stands out as a top choice for both healthcare providers and professionals seeking employment. Here's why you should partner with Saunders Staffing for your medical staffing needs:

**Experience and Expertise:** Saunders Staffing brings years of experience and expertise to the table. Saunders Staffing specializes in medical staffing, with a dedicated team that understands the unique requirements and demands of the healthcare industry. Whether you need nurses, physicians, allied health professionals, or administrative staff, they have the expertise to find the right fit.

**Personalized Approach**: Unlike larger staffing agencies, Saunders Staffing takes a personalized approach to each client and candidate. They take the time to understand the unique needs and preferences of both parties, ensuring a better fit and higher satisfaction.

**Comprehensive Screening Process**: Medical positions require highly skilled and qualified individuals. Saunders Staffing employs a comprehensive screening process that includes verifying credentials, checking licenses, and conducting thorough background checks to ensure that candidates meet the highest standards.

**Wide Network of Talent**: Over the years, Saunders Staffing has built a wide network of talented medical professionals. This extensive network allows them to quickly connect healthcare facilities with qualified candidates, reducing time-to-fill positions and ensuring continuity of care.

**Flexibility and Adaptability**: Healthcare staffing needs can fluctuate rapidly due to factors like seasonal demand, staff turnover, or unforeseen circumstances. Saunders Staffing offers flexibility and adaptability to meet these changing needs, providing temporary, contract, tempto-hire, and permanent staffing solutions.

**Regulatory Compliance**: The medical field is highly regulated, with strict compliance requirements. Saunders Staffing stays abreast of all regulatory changes and ensures that both clients and candidates are fully compliant with all relevant laws and regulations.

**Commitment to Quality Care**: At the heart of Saunders Staffing's mission is a commitment to quality patient care. They understand that staffing directly impacts patient outcomes and satisfaction, and they strive to provide healthcare facilities with the best possible staff to deliver exceptional care.

## **DEDICATED TEAM**

Partnering with Saunders Staffing brings a multitude of advantages to healthcare facilities. Drawing upon extensive experience and specialized knowledge in medical staffing, they possess a profound understanding of the unique demands within the healthcare industry. Their personalized approach ensures effective matching of clients and candidates, resulting in elevated satisfaction rates.

The West Virginia Veterans Home account is supported by a dedicated team of professionals committed to excellence in medical staffing. Under the leadership of Branch Manager June Harmon, and her team, with their seasoned recruiters and credential coordinators offer a wealth of expertise and insight. With their support, healthcare facilities receive personalized attention and efficient assistance throughout the staffing process, whether it's finding ideal candidates or ensuring regulatory compliance. Saunders Staffing's dedicated team manages every aspect of the staffing account meticulously and with care.

June brings invaluable experience to the medical staffing arena, dedicating his career to understanding its intricacies. Her wealth of knowledge and seasoned perspective inform recruitment strategies and compliance measures alike. With June's guidance, Saunders Staffing adeptly navigates the complexities of the healthcare industry, providing clients with unparalleled service and support.

Saunders Staffing recruiters, complementing June's expertise, possess exceptional abilities honed through years of experience. Their discerning eye for talent and deep understanding of medical position requirements enable them to identify and match the most suitable candidates for each role. By ensuring candidates exceed client expectations, their proactive approach and attention to detail lead to successful placements, contributing to seamless healthcare facility operations.

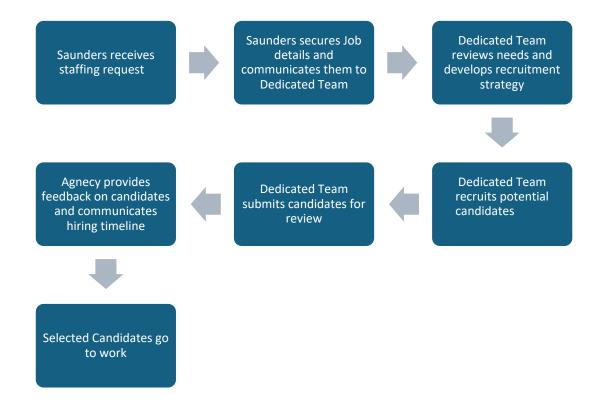
Moreover, Saunders Staffing's credential coordinators employ a comprehensive screening process, guaranteeing consideration of only highly qualified individuals. This maintains the highest standards in medical care, with their extensive network facilitating rapid position filling, ensuring continuity of care even in fluctuating staffing situations.

Above all, Saunders Staffing's dedication to quality care aligns with healthcare providers' mission, emphasizing staffing's role in exceptional patient outcomes. Partnering with Saunders Staffing ensures reliable, high-quality staffing solutions tailored precisely to the healthcare industry's requirements.

## **Recruitment and Screening**

This section outlines Saunders Staffing's comprehensive approach to staffing provision. Our process is designed to be compliant with the Kentucky Veterans Center's expectations for evaluating and placing employees. Saunders Staffing diligently manages all candidate documentation, including background checks, medical checks, and ensuring up-to-date licensure and certification, all of which are submitted to the West Virginia Veteran's Home. Throughout our contract with the West Virginia Veteran's, Saunders Staffing will continually monitor the validity of employees' licensure and certification, ensuring timely renewal, as necessary.

All nurses – RN's, LPNs, and CNAs provided by Saunders Staffing are our employees and as such we oversee all the administrative duties of maintaining their employment while they are placed at Kentucky Veterans Facility.



**Recruitment:** Saunders first begins by recruiting candidates from our significant database and if that isn't sufficient, our recruiters look for candidates by accessing the many other resources that Saunders Staffing has access to. Our recruiters work through our database and other sources to identify the most qualified candidates to provide our clients with the best possible pool of candidates.

**Screening:** Saunders Staffing screening process includes a phone interview and professional reference checks. Additional screenings may be added as needed to ensure the best fit for both candidates and clients. The table below provides an overview of our screening process.

Screening	Source		
Initial Screening	Completed Application or Resume		
	Phone Interview		
	Professional Reference Check		
Professional Screening	Licensure/Certifications and Professional Credentialing		
Background Investigation	License Verification		
	Fingerprint Checks (as required)		
Criminal Background Check	National Criminal Background Report (includes state and county)		
	National Sex Offender Public Registry		
Medical Screening	Medical History and Immunization records		
	Physical Screening		
	Drug Testing		
	TB Screening Process		

## Support Beyond Placement

At Saunders Staffing, our dedication to supporting our clients and candidates extends beyond mere placement. Throughout the assignment, our experienced Human Resources, Payroll, Billing, and Accounts Receivable teams work diligently to ensure seamless operations. From managing payroll and handling billing inquiries to providing HR support, our teams are committed to delivering exceptional service every step of the way. With our comprehensive approach, clients and candidates can trust Saunders Staffing to be there for them throughout their entire journey.

## EXHIBIT "A" PRICING PAGE - CRFQ BVH24\*02

## **TEMPORARY NURSING STAFFING SERVICES**

To use this pricing page electronically enter the "rate per hour" in each cell as a dollar value and the spreadsheet should fill in the totals automatically. Should the spreadsheet not automatically calculate the totals or you complete this on paper you would need to multiply the estimated annual usage hours by the rate per hour to get the extended price. It is understood through the specifications that the overtime rate is 1.5 times the regular hourly rate for that classification. A 1.5 multipler will be assigned to each vendor hourly rate by the evaluation committee to verify the Overtime rate bid is correct. Once lines 1 - 9 have their extended price add all the extended prices together to get the total for the bid.

ltem #	Description	Quantity	Cost Per Hour	Extended Cost
1	Temporary RN Regular Hours	300	\$59.54	\$17,862.00
2	Temporary RN Holiday Rate	24	\$88.71	\$2,129.04
3	Temporary LPN Regular Hours	500	\$43.94	\$21,970.00
4	Temporary LPN Holiday Rate	56	\$65.47	\$3,666.32
5	Temporary HSA Regular Hours	700	\$32.49	\$22,743.00
6	Temporary HSA Holiday Rate	56	\$48.43	\$2,712.08
7	Temporary RN Overtime Rate (RN)	24	\$88.71	\$2,129.04
8	Temporary LPN Overtime Rate (LPN)	24	\$65.47	\$1,571.28
9	Temproary HSA Overtime Rate	24	\$48.42	\$1,162.08
Failure to	ailure to use this form may result in disqualification			\$75,944.84