



STATE OF ARKANSAS
Arkansas Department of Veterans Affairs
501 Woodlane Drive, Suite 401N
Little Rock, AR 72201

INVITATION FOR BID
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	ADVA-24-009	Solicitation Issued:	March 20, 2024
Description:	Temporary Nursing Staff		
Division/Agency:	Arkansas Department of Veterans Affairs		

SUBMISSION DEADLINE			
Bid Opening Date:	April 3, 2024	Bid Opening Time:	10:00AM., Central Time
<p>Responses shall not be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the bid opening date and time. Responses received after the designated bid opening date and time shall be considered late and shall be returned to the vendor without further review.</p> <p>Emailed or faxed submissions shall not be accepted.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and Sealed Bid Opening Location	<p>Arkansas Department of Veterans Affairs Procurement Section 501 Woodlane Drive, Suite 401N Little Rock, AR 72201</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Response's Outer Packaging:	<p>Outer packaging must be sealed and should be properly marked with the below information. If outer packaging of response submission is not properly marked, the package may be opened for bid identification purposes.</p> <p>Bid number Date and time of bid opening Vendor's name and return address</p>

DEPARTMENT NAME CONTACT INFORMATION			
Buyer:	John Gearhart	Buyer's Direct Phone Number:	501-683-0954
Email Address:	john.gearhart@arkansas.gov	Department's Main Number:	501-324-9316

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Arkansas Dept of Veterans Affairs for to obtain pricing and a contract for temporary nursing staffing for Arkansas Veteran Homes located in Fayetteville and North Little Rock, AR.

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the IFB.

1.2 OBJECTIVE AND GOALS

The Department seeks to acquire temporary RNs, LPNs and CNAs to assist in the day-to-day caregiving of our Veterans within the nursing homes. Providing medical care as needed to residents within the nursing homes.

1.3 TYPE OF CONTRACT

- A. As a result of this IFB, the Department intends to award a contract to multiple Contractors.
- B. The anticipated starting date for any resulting contract is July 1, 2024, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by the State for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. The terms "Invitation for Bid," "IFB," and "Solicitation" are used synonymously in this document.
- C. "Prospective Contractor" means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- D. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. "Shall" and "must" mean the imperative and are used to identify Requirements and Specifications.
- F. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- G. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

1.5 CONTRACTOR SELECTION

- A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the Total Annual Cost/Estimated Total Cost, etc. of the *Official Bid Price Sheet* submitted by the Prospective Contractor.
- B. If the State so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
 - 1. All bids received from responsive and responsible bidders exceed available funding; or

2. It appears that additional savings to the state may result from negotiation.
- C. If negotiations fail to result in a contract, the State may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.
 1. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in the best interest of the state.
 2. Negotiations are conducted at the sole discretion of the State.
- D. Once the anticipated awardee has been determined, the anticipated award will be posted to the Solicitation posting, generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.
- E. A contract is not effective prior to final award being made by the State; some contracts may be subject to Legislative review prior to final award.

1.6 CLARIFICATION OF SOLICITATION

- A. Submit questions regarding this Solicitation via email to the Buyer on page one (1) of the IFB by midnight, Central Time on or before March 26, 2024.
 1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
 2. Prospective Contractors' written questions will be consolidated and answered by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the Solicitation posting by the close of business on March 27, 2024. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a Responsive Bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the Buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by the Department will not be part of any contract resulting from this Solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by the Department.

1.7 RESPONSE DOCUMENTS

- A. All bids **must** be submitted to the delivery address and by the submission deadline on page one (1) of the IFB.
- B. *Bid Response Packet*
 1. Prospective Contractors **shall** utilize the *Bid Response Packet* attached to the Solicitation to submit their bids.
 2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.
 - a. Signed *Bid Signature Page*; signature may be ink or digital.
 - b. Completed *Bid Response Packet*, which **must** be in English.
 - c. Completed *Official Bid Price Sheet* attached to Solicitation posting.
 - i. Pricing **must** be proposed in U.S. dollars and cents.

- ii. Quantities stated are estimates only and are not guaranteed. Prospective Contractor **must** bid unit price on the estimated quantity and unit of measure specified.
 - The State may order more or less than the estimated quantity on term contracts, and the Contractor **shall** sell to the Department quantities ordered at no more than the bid price.
- iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the bid opening time.
- iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal/annually/quarterly or **shall not** be subject to escalation.
 - **Include this bullet if price increase is an option:** A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.
- v. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
- vi. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

d. Copy of Prospective Contractor's Equal Opportunity Policy

- i. Pursuant to Arkansas Code Annotated § 19-11-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
- a. *EO 98-04 Contract & Grant Disclosure Form*
 - b. **Certificate of Liability Insurance with ADVA as the certificate holder.**
4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.
- C. Prospective Contractors should not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by the State.
- D. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.
- E. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
- F. Prospective Contractors may submit multiple bids.

SECTION 2 – SPECIFICATIONS AND REQUIREMENTS

2.1 SPECIFICATIONS

- A. Prospective Contractor **shall** furnish supplemental Registered Nurse(s)(RN), Licensed Practical Nurse(s) (LPN), Certified Nursing Assistant(s) (CNA) personnel to the facility.
- B. Prospective Contractor **shall** use its best efforts to assign the same staff to the Facility in order to provide maximum patients staffing continuity.
- C. Prospective Contractor shall have coordinator available twenty-four (24) hours per day, seven (7) days per week to perform its duties.
- D. Prospective Contractor shall provide personnel with disciplinary action of staff with necessary and oversee compliance with screening of its applicants.
- E. If the contractors personnel call in sick or needs to miss a shift for any reason, then the Prospective Contractor personnel **shall** call into the contactor and the facility within two (2) hours prior to the shift starting time.
- F. Prospective Contractor **shall** provide the same level of staff as was originally provided as a backup to cover the shift affected.
- G. Prospective Contractor **shall** agree that the personnel supplied to ADVA **shall** be screened and qualified for the position to which employee is referred.
 - 1. ADVA requires job-related background information on employees in patient care positions for up to seven (7) years. The screening/investigation will include but not limited to
 - a. Name and dates of criminal history records from counties, federal and other agencies
 - b. Social Security Number
 - c. Medicaid excluded list.
 - d. Nationwide sex offender registry
 - e. TB screening
 - f. Drug screening.
 - g. Confirmation of individual's identity
 - h. Review of individual's criminal conviction record if any
 - i. Verification of a license, certificate, or degree required for job performance.
 - 2. Qualification to work in ADVA veteran's homes include:
 - a. Current valid Registered Nurse, Licensed Practical Nurse, or Certified Nursing Assistant Certified or the equivalent issued by the State.
 - b. Have at least 1 year's clinical experience related to the area of assignment.
 - c. Have a copy available upon Facility Representative Request.

2.2 PERFORMANCE STANDARDS

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- B. ADVA agrees to provide equipment and supplies necessary to delivery care to the residents. Facilities will endeavor to request personnel at least (2) hours prior to reporting time. Request may be made via phone or email.
- C. ADVA agrees to pay Prospective Contractor 2 hours each work assignment that is canceled with twenty-four hours of any shift scheduled.
- D. If Prospective Contractor personnel arrives to work assignment under the instruction of the Facility, and there is no need for personnel upon arrival, ADVA agrees to pay a minimum of (2) hours for that work assignment regardless of usage of hours.
- E. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- F. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- G. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- H. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- I. Should any compensation be owed to the Department due to the assessment of damages, the Contractor **shall** follow the direction of the Department regarding the required compensation process.
- J. ADVA will not pay shift differentials.
- K. ADVA will pay time and a half for approved overtime. Approval of overtime will be at the discretion of the Facility Administrator or delegate and WILL ONLY be paid for hours worked in excess of forty (40) hours per pay period at the facility. Pay period will begin at midnight on Sunday and run through Saturday , 11:59 p.m.
- L. ADVA will pay time and for days declared legal state holidays by Authority of Act 304 of 2001. Those days are as follows
 - New Year's Day.....Independence DayChristmas Day/Eve
 - Dr. Martin Luthe King Birthday.....Labor Day
 - Daisey Gatson Bates/President Day..... Veterans Day
 - Memorial Day Thanksgiving Day

SECTION 3 – SOLICITATION TERMS AND CONDITIONS

3.1. ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (OSP Rule R1:19-11-235).
 - 1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
 - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
 - 1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).
 - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
- D. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

3.2. GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting ark.org/vendor/index and clicking the *Start Here* button.
- B. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 - 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 - 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- C. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
- D. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
 - 1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
 - 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.

3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- E. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- F. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract knowingly employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- G. This IFB incorporates all terms of the *Services Contract* .
 1. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- H. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
 1. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.
- A. .

3.3. MINORITY AND WOMEN-OWNED BUSINESS

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
 - African American
 - American Indian
 - Asian American
 - Hispanic American
 - Pacific Islander American
 - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

3.4. PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and may be subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.
- E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received

such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.

- F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- I. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.