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**INVITATION FOR SEALED BIDS**

**TO PROVIDE**

**NURSING SERVICES**

**FOR SOUTH MISSISSIPPI**

**REGIONAL CENTER**

**BIDS DUE NO LATER THAN**

**May 30, 2018 by 1:00pm**

**Bids shall be delivered in a sealed envelope to the following address:**

**Business Services**

**South Mississippi Regional Center**

**1170 West Railroad Street**

**Long Beach, Mississippi 39560**

**SECTION I – INTRODUCTION**

South Mississippi Regional Center seeks to contract with a firm to provide professional Nursing Services (RN’s, LPN’s, and CNA’s) to our main campus, and satellite programs. The award will be for one (1) year with the potential for four (4) one year extensions, subject to annual assessment and availability of funds.

South Mississippi Regional Center is licensed through the Mississippi Department of Health as an intermediate care facility for individuals with intellectual and developmental disabilities (ICF/IID). SMRC is a 200-bed program which operates under the auspices of the Mississippi Department of Mental Health. SMRC’s main campus is located at 1170 West Railroad Street, Long Beach, Mississippi. Four (4) additional program sites are located in Biloxi, Gautier, Poplarville and Wiggins.

Questions regarding this solicitation for bids should be directed to Jackie Barraco, Business Services, South Mississippi Regional Center, 1170 West Railroad Street, Long Beach, Mississippi 39560. Telephone: 228.867.1306 Email: JRabion@smrc.state.ms.us

**SECTION II – DEFINITION OF TERMS**

**CLIENT** refers to individuals admitted to and living at the South Mississippi Regional Center or in the four (4) community-based ICF/IDD group homes operate by SMRC. In addition, clients also include individuals participating in any of the community living and support programs. Clients are protected from abuse, neglect and exploitation by the Vulnerable Adults Act (MS Code Ann. 43-47-37, Section 43-21-353).

**CONTRACTOR** refers to the successful vendors for Nursing Services and who has been awarded a contract agreement.

**CONTRACT ADMINISTRATOR** refers to the person designated by the Program Director to be the person responsible for and the supervisor of a contract.

**CONTRACT PERSONNEL** refers to any individual that works for the Contractor and are assigned to work on this contract.

**PROGRAM** refers to South Mississippi Regional Center (SMRC) located at 1170 West Railroad Street, Long Beach, Mississippi. SMRC is an agency of the State of Mississippi which operates under the auspices of the Mississippi Department of Mental Health.

**PROGRAM DIRECTOR** refers to individual authority in charge of and responsible for the South Mississippi Regional Center.

**PROCUREMENT OFFICER** refers to the person designated by SMRC to be the authority to settle and resolve controversies and to issue decisions concerning contracts. SMRC Business Services Branch Director has received this designation.

**DAILY** done, happening, or produced every day or every weekday.

**WEEKLY** refers to a seven (7) day period according to a schedule submitted by the Contractor and approved by the Contract Administrator.

**QUARTERLY** refers to work that are to be provided and completed within 45 days of the beginning of each three (3) month period thereafter according to a schedule submitted by the Contractor and approved by the Contract Administrator.

**SEMI-ANNUAL** refers to work or products that are to be provided and completed two times per year as scheduled by the Contract Administrator.

**CONTRACT PERIOD** refers to the length of the contract. This contract will be for a one (1) year period beginning on the date of award with an option to renew for an additional four (4) year period with all parties concurring.

**SECTION III – GENERAL CONDITIONS**

**Applicable Law:** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state and local laws and regulations.

**Availability of Funds**: It is expressly understood and agreed the obligation of the South Mississippi Regional Center to proceed with this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the South Mississippi Regional Center, the South Mississippi Regional Center shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the South Mississippi Regional Center of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**Representation Regarding Contingent Fees**: The Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor’s bid.

**Representation Regarding Gratuities:** The offeror or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

**Certification of Independent Price Determination**: The Contractor submitting bid must certify that the prices submitted in response to this solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices quoted.

**Procurement Regulations:** The contract shall be governed by the applicable provisions of the Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management Procurement Manual.

**Compliance with Laws:** The Contractor understands that the South Mississippi Regional Center is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of this agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication or agreement with any other contractor or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices in the bid.

**Contract Price Adjustment:** The prices quoted shall be firm prices for the initial period of this contract, and are not subject to change due to changing market conditions. In the event the contract is extended as provided herein, a new cost figure may be negotiated (increased or decreased) based upon economic factors.

**Disputes:** (1) All controversies between the South Mississippi Regional Center and the contractor which arise under, or are by virtue of, this contract and which are not resolved by mutual agreement, shall be decided by the Chief Procurement Officer in writing, within 60 days after a written request by the contractor for a final decision concerning the controversy; provided, however, that if the Chief Procurement Officer does not issue a written decision within 60 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the contractor may proceed as if an adverse decision had been received.

(2) The Chief Procurement Officer shall immediately furnish a copy of the decision to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

 (3) The contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this contract pending final resolution by the Procurement Officer of any controversy arising under, or by virtue of, this contract, except where there has been a material breach of the contract by South Mississippi Regional Center; provided, however, that in any event the contractor shall proceed diligently with the performance of the contract where the Chief Procurement Officer has made a written determination that continuation of work under the contract is essential to the public health and safety.

**Insurance:**  Contractor represents that it will maintain workers’ compensation insurance which shall inure to the benefit of all Contractor’s personnel provided hereunder, comprehensive general liability or professional liability insurance, with minimum limits of $1,000,000.00 per occurrence and employee dishonesty insurance or fidelity bond insurance with third party liability coverage with minimum limits of $1,000,000.00. All general liability, professional liability, and employee dishonesty insurance or fidelity bond insurance will provide coverage to the SMRC as an additional insured. The SMRC reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

**Contractor must furnish within 10 days of notice from the date of award of contract, a certificate(s) verifying current coverage of the above required insurance. Failure to furnish certificates will result in disqualification of contract. It is the contractor’s responsibility to maintain this insurance coverage at all times. Failure to do so may result in cancellation of contract.**

**Paymode:** Payments by state agencies using the Statewide Payroll and Human Resources System shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor’s choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

*E-Payment: Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss Code Ann. § 31-7-305 (1972, as amended).*

**E-Verification**: If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 et seq. (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following: (a) termination of this contract and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public; (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,( c ) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

**Transparency**: This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq. (1972, as amended) and Miss. Code Ann. § 79-23-1 (1972, as amended). In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151 et seq. (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration’s independent agency contract website for public access at http://www.transparency.mississippi.gov. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

**Acknowledgment of Amendments:** Contractors submitting bids shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by South Mississippi Regional Center by the time and at the place specified for receipt of bids.

**Quality Control**: The Contractor shall be completely responsible for satisfactorily managing and performing requirements in a timely and professional manner. The products under this contract shall be subject to review and approval by the Contract Administrator. The Program may use non-compliance as grounds to terminate the contract.

Minor deficiencies will be corrected within three (3) working days. If this schedule for corrections is not met, a formal complaint will be made to the Contractor. If a second complaint is necessary during any year (July 1 - June 30) or during the contract period, the Program may use said non-compliance as grounds to terminate the contract.

**Stop Work Order:**  The procurement officer may, by written order to Contractor at any time, and without notice to any surety, required Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the procurement officer shall either: cancel the stop work order; or, terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.

*Cancellation or Expiration of the Order*: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly if: the stop work order results in an increase in the time required for, or in Contractor’s cost properly allocable to, the performance of any part of this contract; and, Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

*Termination of Stopped Work:* If a stop work order is not canceled and the work covered such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

*Adjustments of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

**Confidentiality**: The Contractor may not discuss information about a client with any person except when authorized and necessary for the continued treatment of that client. A breach of confidentiality may be grounds to complete termination of this contract.

**Health Insurance Portability and Accountability Act:** The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is based upon the premise of protecting the privacy of the individually identifiable health information. SMRC complies with all federal and state privacy protection laws and regulations. Protection of individually identifiable information is of paramount importance to SMRC.

This policy governs all individually identifiable information in any form including written, oral or electronic. The facility is permitted to use or disclose protected health information in order to carry out treatment, payment or healthcare operations pursuant to and in compliance with HIPAA regulations. Maintaining confidentiality of information about individuals served through our facility is an important aspect of any program’s integrity. Violations of HIPAA provisions may result in disciplinary action, including termination of contract and possible criminal prosecution.

**Memorandum of Understanding- Data Use Agreement**: This agreement is entered into by the South Mississippi Regional Center and the Contract Worker(s) or Sub-Contract Worker(s) as business associates, which includes all programs and services operated/conducted under the auspices of the Agreeing Entities, hereafter referred to as AE(s). Terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the Privacy Rule, that is, standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E, and the Security Rule. South Mississippi Regional Center and the Contract Worker mutually agree to the following provisions:

To implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains or transmits on behalf of the AE(s).

To not use or disclose Protected Health Information (hereafter referred to as PHI) other than as permitted or required by this agreement or as required by law and specific provisions of this agreement.

To use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this agreement. To mitigate, to the extent practicable, any harmful effect that is known to either AE of a use or disclosure of PHI by the other AE in violation of the requirements of this agreement. To report to the other AE any use or disclosure of the PHI not provided for by this agreement of which it becomes aware.

To ensure that any agent, including a Sub-Contract Worker, to whom it provides PHI received from, or created or received by the AE on behalf of the AE, agrees to the same restrictions and conditions that apply through this agreement to AE(s) with respect to such information.

To provide access, at the request of AE, and in the time and manner as mutually determined by the AE(s), to PHI in a designated record set, to the AE(s) or, as directed by AE(s), to an individual in order to meet the requirements under 45 CFR § 164.524.

To make any amendment(s) to PHI in a designated record set, that the AE(s) direct or agree to pursuant to 45 CFR § 164.526 at the request of the AE(s) or an individual, and in a time and manner as mutually determined by the AE(s).

To make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by an AE on behalf of, the AE available to the other AE or to the secretary, in a time and manner mutually agreed upon by the AE(s) or designated by the secretary, for purposes of the secretary determining either AE’s compliance with the privacy/security rule.

To document such disclosures of PHI and information related to such disclosures as would be required for the AE(s) to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

To provide to the AE or an individual, in a time and manner mutually determined by the AE(s), information collected in accordance with the specific purpose(s) in the following paragraph of this agreement, to permit the AE(s) to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

Permitted Uses and Disclosures by Agreeing Entities (AE(s): General Use and Disclosure Provisions

Specific Purpose(s): Except as otherwise limited in this agreement, AE(s) may use or disclose PHI on behalf of or to provide services to, the other, or in working in their professional capacity, for the following purposes, if such use or disclosure of PHI would not violate the privacy/security rule if done by AE(s) or the minimum necessary policies and procedures of the AE(s): Activities as permitted by law and/or other agreement to accomplish established functions of the AE(s). Such as, but not limited to the duties performed under Description of Services Required, Section IV of this contract.

Specific Use and Disclosure Provisions: Except as otherwise limited in this agreement, AE(s) may use PHI for the proper management and administration of the AE(s) or to carry out the legal responsibilities of the AE(s). Except as otherwise limited in this agreement, AE(s) may disclose PHI for the proper management and administration of the AE(s), provided that disclosures are permitted or required by law or the AE(s) obtain reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as permitted or required by law for the purpose for which it was disclosed to the person, and the person notifies the AE(s) of any instances of which it is aware in which the confidentiality of the information has been breached. Except as otherwise limited in this agreement, AE(s) may use PHI to provide data aggregation services to AE(s) as permitted by 42 CFR § 164.504(e)(2)(i)(B). AE(s) may use PHI to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

Other Obligations: AE(s) shall notify each other of any limitation(s) in their notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitations may affect the other’s use or disclosure of PHI.

AE(s) shall notify each other of any changes, in, or renovation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect the other’s use or disclosure of PHI.

AE(s) shall notify each other of any restrictions to the use or disclosure of PHI that either AE has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the other’s use or disclosure of PHI.

Permissible Requests: AE(s) shall not request the other AE to use or disclose PHI in any manner that would not be permissible under the privacy/security rule if done by either AE.

Term and Termination: (Term) The term of this agreement shall be effective as of the effective date of this contract and shall terminate when all of the PHI provided by AE(s) to each other, or created or received by either AE on behalf of the other, is destroyed or returned to the AE originally maintaining the information, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this agreement.

Termination for Cause: Upon either AE’s knowledge of a material breach by the other AE, both AE(s) agree to: Provide an opportunity for the AE responsible for the breach to cure the breach or end the violation and terminate this agreement if the responsible AE does not cure the breach or end the violation within the time specified by the other AE; or immediately terminate this agreement if either AE has breached a material term of this agreement and cure is not possible; or if neither termination nor cure are feasible, the AE not responsible for the breach shall report the violation to the contract administrator.

Effect of Termination: Except as previously provided, upon termination of this agreement, for any reason, both AE(s) shall return or destroy all PHI received from the other, or created or received by one AE on behalf of the other. This provision shall apply to PHI that is in the possession of subcontractors or agents of the AE(s). AE(s) shall retain no copies of the PHI they received from the other.

In the event that the AE(s) determine that returning or destroying the PHI is infeasible, the AE(s) shall provide to each other notification of the conditions that make return or destruction infeasible. If it is mutually agreed that return or destruction of PHI is infeasible, AE(s) shall extend the protections of this agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the AE(s) maintain such PHI.

Regulatory References: A reference in this agreement to a section in the privacy/security rule means the section as if effect or as amended.

Amendment: The parties agree to take such action as is necessary to amend this agreement from time to time as is necessary for the AE(s) to comply with the requirements of the privacy/security rules and the Health Insurance Portability and Accountability Act (HIPAA) of the 1996, pub. L. No. 104-191.

Survival: The respective rights and obligations of AE(s) under this agreement shall survive the termination of this agreement.

Interpretation: Any ambiguity in this agreement shall be resolved to permit the AE(s) to comply with the privacy/security rule.

**Force Majeure:** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the Contract Administrator immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for the period equal to the duration of the delay caused by such events, unless the agency determines is to be in the best interest to terminate the agreement.

**Safety:** The maintenance of a safe environment for the clients, staff, visitors and Contractor is of prime concern to South Mississippi Regional Center. The Contractor will insure that all equipment is used in a safe manner as recommended by manufacturer and the best practices of the discipline.

**Modification or Termination of Contract:** The terms of the contract may be modified based on SMRC needs and upon agreement by both parties. SMRC Director reserves the right to remove any Contractor from duty at any given time and to restrict his/her further utilization at SMRC, if such action is deemed to be in the best interest of SMRC, clients and employees. This action may be taken with or without direct contact or explanation to the Contractor, depending upon the circumstances, the seriousness and the sensitivity of the situation and solely upon the opinion and judgment of SMRC Director.

The Board of Mental Health reserves the right to terminate any or all contracts without penalty or other consequences other than payment for services already rendered if the Board takes action to disapprove contract(s).

Unethical or unprofessional behavior will warrant immediate termination of this agreement. Either party can terminate this agreement with a thirty (30) day written notice.

**Debriefing:** A vendor may request a post-award debriefing, in writing, by the U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. If requested, a debriefing will be scheduled within five (5) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephone or video conference, or by any other method acceptable to this agency.

**SECTION IV – INSTRUCTIONS AND SPECIAL CONDITIONS**

Nature and Scope of Nursing Service Contract

1. Contractor will provide PRN Nursing services (Registered Nurse, Licensed Practical Nurse, and Certified Nursing Assistant) for First shift (6:00 am – 2:30 pm) and Second shift (2:30 pm – 10:00 am), and Third shift (10:00 pm – 6:30 am) as requested by the Agency. Estimated quantities may range from 80 to 200 shifts per month over the period. There could be more or less depending on needs. No quantities are guaranteed.
2. Agency will pay the contractor hourly rate for nursing services. There will be a rate for RN, LPN, and CNA’s services. There is no additional compensation for weekends. Additional compensation will be provided for overtime and holidays.
3. The preference of the Agency is to staff with primarily CNA’s, when there are no CNA’s available to work needed shifts, LPN’s or Nurses will be allowed to cover said shifts.
4. Contractor will be notified of staffing needs for the Agency. Contractor will provide the required number of qualified nurses during the shifts required, seven days per week, as needed, weekends as needed, and during holidays as needed. Frequent failure to comply with this requirement shall be grounds for termination of contract and/or utilization of an alternate contract vendor as determined by Agency. Successful Vendor shall have an established place of business operations domiciled within a 215 mile radius of the main campus of South Mississippi Regional Center.
5. The majority of shifts will be provided at the Long Beach Campus. However, there may be shifts needed at one of the four Community programs. They are located in Poplarville, Wiggins, Biloxi and Gautier.

6. Agency requires that the Contractor provides the following on all Nurses and LPN’s: current licensure and or certifications, copies of Diploma or college transcripts, and CPR certification.

7 Agency will pay for the first 20 Background checks, finger prints and drug screenings. The Contractor will be responsible for reimbursing SMRC the cost of pre-employment screening at the rate of $72 for every person screened thereafter.

8. Contractor will ensure that all its assigned contract employees have a current Mantoux Tuberculin skin test or an IGRA (blood test), and will continue to receive annual testing.

9. The Contractor will ensure that each of its assigned contract employees is identified by a name and a photo ID badge worn by the employee at all times while on assignment at Agency.

10. The Contractor will ensure that each of its assigned contract employees adheres to the dress code of the Agency.  Nurses will wear scrub uniforms, no specific type or color is identified.

11. The Agency shall reserve the right to cancel a request for nursing services upon a minimum of two (2) hour advance notice prior to the beginning of the scheduled shift.

12. Contractor will ensure that all nurses receive adequate general training and any specialized training which may be required or is necessary to satisfactorily and legally perform those required duties and functions in the specific type of environment and under conditions existing where the nursing service is performed. Agency will provide Contractor with required training via CD. Inservice attendance records and tests will be returned to Agency for grading. Nurses must successfully pass tests for required inservices.

* Lifting, Body Mechanics and Transfers
* Toileting and Incontinent Care
* Handwashing and Infection Control
* HIPAA, Confidentiality of Client Records
* Client Rights
* Feeding Techniques and Dysphagia
* Abuse and Neglect
* State Law and Vulnerable Adults Act
* CPR
* Seizure Procedures
* Incident and Behavior Reports

13. Agency requires 12-24 hours of hands on orientation (cottage training for at least one building) for the Registered Nurses, CNA’s, and Licensed Practical Nurses.  Only assigned contract employees who have attended the Agency’s cottage orientation will be allowed to staff the Agency.  The Contractor agrees to pay the hourly rate to nurses in training for the first two shifts of cottage orientation.

14. Nurses working at SMRC will be required to carry out general and specialized nursing duties as per license and Mississippi Nurse Practice Act. Along with medication administration, nurses may provide a variety of medical treatments, charting, attending team meetings and accompanying clients on medical appointments. Contract nurses are prohibited from operating state-owned vehicles; however, they may be required to accompany SMRC staff on appointments and/or client outings.

15. In addition to the duties outlined above, Nurses are to provide nursing care in accordance with operational instructions listed in the Policy and Procedure manual for nurses which is located in the Medical Services Nursing Department.

16. The Agency Director of Nursing or authorized representative reserves the right to remove any nurse from duty at any given time and to restrict his/her further utilization under this contract if such action is deemed to be in the best interest of the Agency, employees, or individuals that we serve.  This action may be taken without direct contact or explanation to the Contractor, depending upon the circumstances, the seriousness and the sensitivity of the situation and upon the Agency Director of Nursing or authorized representative.

17. Contract Nurses shall be required to return to the Agency within twenty four hours to correct any problem arising from a previous shift and any payment for services rendered shall be withheld until problem is resolved to the satisfaction of the Agency.

18. Agency will require all nurses provided by Contractor to clock in and out via the Kronos time keeping record.  This information will be used to verify all Invoices submitted for payment.

19. Contractor will provide weekly invoices for service to the Agency.  The invoices will be accompanied by weekly staffing sheets that will include time in, time out, lunch time, total hours worked and signed by a supervisor from the Agency.   There should also be a total number of hours for that nurse for the week.

20. Contractor shall be required to submit monthly reports detailing the total number of requests for nurses, made by the Agency and provided by the Contractor.  This report will be signed by the authorized representative of the Contractor.

21. Contract will be for one (1) year with four options to renew.  Award based on hourly rates.

22. Contractor will maintain a 24-hour/7-day call system with a designated individual to contact for staffing needs, scheduled and/or emergency. Calendar for agency availability will be provided by Contractor.

23. Contractor will go on the Mississippi Management and Reporting System website to register as a Vendor.

**SECTION V – INSTRUCTIONS FOR BIDS**

**SCHEDULE:**

The schedule and dates below are subject to change. The dates below are intended to provide an estimated timeframe for receipt of bids and the selection process:

Advertisement: May 9, 2018 and May 16, 2018

Deadline for Receipt of Bids: May 30, 2018 at 1:00pm

Bid Opening: May 30, 2018 at 1:10pm

Building Conference Room

 1170 West Railroad Street

 Long Beach, Mississippi 39560

**CLARIFICATION:**

All requests for additional information related to this Bid shall be directed in writing to:

Business Services

South Mississippi Regional Center

1170 West Railroad Street

Long Beach, Mississippi 39560

Email: JRabion@smrc.state.ms.us

For emails, please input “Request for Bids-Nursing Services” in the subject line.

**DISQUALIFICATIONS AND REJECTIONS**

South Mississippi Regional Center reserves the right to reject any and all bids. Reasons for rejecting a Bid include, but are not limited to:

■ The Bid is not submitted at or by the specified time.

■ The Bid fails to meet minimum, mandatory requirements.

■ The Bid is incomplete or contains irregularities, which make the Bid indefinite or ambiguous.

■ The Bid is not signed by the Owner/Authorized Agent.

■ The Bid contains false or misleading information.

■ The Bid ultimately fails to meet the announced requirements of the State in some material aspect.

■ The Bid price is clearly unreasonable.

**ADDENDA**

Any addenda to the Bid Package issued before the time of Receipt of Bids shall be included in the Bid Package and become a part of the Bid Packet. The Official Bid Form will be modified with space to indicate the receipt of all Addenda; or, the Proposer may elect to print each Addendum, sign and date, and submit the signed and dated Addenda WITH the Bid.

**SUBMITTAL**

Bids must be delivered to the address indicated in the Advertisement. Bids shall be submitted in a sealed, envelope. Bids submitted by E-Mail, Fax or any other method than that identified here will not be accepted. The following is an example of the envelope itself and how it should be addressed and labeled on the outside of the envelope:

*Responder’s Name*

*Physical Address*

 *TO: Business Services*

 *South Mississippi Regional Center*

 *1170 West Railroad Street*

 *Long Beach, Mississippi 39560*

*BID FOR NURSING SERVICES*

NOTE: ***Please be sure to label the bottom left-hand corner of the envelope as “Bid for Nursing Services.” Without this on the outside of the envelope, the Bidder risks the envelope being mistakenly opened with other mail.***

**WITHDRAWL OF BID**

Bidder will be allowed to withdraw his/her bid prior to deadline. Should a Bidder wish to withdraw his/her bid once it has been submitted, the Bidder shall send a notice to: Jackie Barraco, Business Services, South Mississippi Regional Center, 1170 West Railroad Street, Long Beach, MS 39560, requesting that the bid be withdrawn.

**RECEIPT OF BIDS**

Bids will be accepted May 30, 2018, until 1:00pm. Bids will be opened publicly on May 30, 2018 at 1:10pm in the Burgess Building Conference Room, 1170 West Railroad Street, Long Beach, MS, in the presence of three (3) SMRC staff and bidders who are present. The name of each bidder and their respective bid will be recorded on a bid tabulation sheet. No discussion will be entered into with any vendor as to the quality or provisions of the specifications and no award will be made either stated or implied at the bid opening.

**AWARD**

Award, if any, shall be made to the responsible Bidder whose Bid is determined to be the most advantageous to South Mississippi Regional Center and the State of Mississippi, taking into consideration price and compliance with the requirements and preferences in this invitation of bid.

A contract will be awarded to Individual with:

1. lowest Average Price,

2. ability to meet all requirements,

**Protest:** Any protest by a responsive Bidder must be timely and in conformance with the Mississippi Personal Service Contract Review Board regulations. The protest period for responsive Bidders shall begin on the day following the issuance of the notice of intent to award contract and end at 4:30P.M. on the seventh (7) day following issuance of the notice. Protests must be written and must include the name and address of the protestor; and it must include a statement of grounds for protest. Protests received after the deadline will not be accepted.

**Post-Award Vendor Debriefing Request:** A vendor, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission, to be reviewed by the agency within three (3) business days of notification of the contract award.

**CONTRACT**

A contract or agreement must be signed by the contractor and designee of South Mississippi Regional Center to make the contract valid.

**SECTION VI – BID FORM**

After reading all the terms, conditions and specifications for this contract for Nursing Services, the undersigned agrees to fulfill all the requirements listed herein for Nursing Services for the firm fixed price listed below:

Nurse Standard Hourly Rate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nurse Overtime Hourly Rate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nurse Holiday Hourly Rate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LPN Standard Hourly Rate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LPN Overtime Hourly Rate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LPN Holiday Hourly Rate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNA Standard Hourly Rate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNA Overtime Hourly Rate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CNA Holiday Hourly Rate \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Representative Date

Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_