

SEDGWICK COUNTY, KANSAS DIVISION OF FINANCE DEPARTMENT *Purchasing Department* 525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055 <u>https://www.sedgwickcounty.org/finance/purchasing/</u> requests-for-bid-and-proposal/

### REQUEST FOR PROPOSAL RFP #21-0062 TEMP SERVICES – TRAVELING NURSES

September 9, 2021

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide **Temp Services for Traveling Nurses** for various county departments. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 **pm CDT**, **Tuesday**, **October 5**, 2021.

<u>All contact concerning this solicitation shall be made through the Purchasing Department.</u> Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

Joseph Thomas

Joe Thomas, CPSM, C.P.M. Director of Purchasing

JT/ch

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#### I. <u>About this Document</u>

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the county. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. **Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.** 

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

### II. <u>Background</u>

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

#### III. <u>Project Objectives</u>

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide Temp Services for Traveling Nurses. The following objectives have been identified for this contract:

- 1. Acquire Temp Services meeting the parameters, conditions and mandatory requirements presented in the document.
- 2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
- 3. Acquire Temp Services with the most advantageous overall cost to the county.

#### IV. <u>Submittals</u>

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Joe Thomas Sedgwick County Purchasing Department 525 N. Main, Suite 823 Wichita, KS 67203 SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, October 5, 2021.** Responses must be <u>sealed and</u> <u>marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date</u>. Late or incomplete responses will not be accepted and will not receive consideration for final award. Bids/proposals that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the county.

Proposal responses will be acknowledged and read into record at Bid Opening, which will occur at 2:00 pm CDT, on the due date. No information other than the respondent's name will be disclosed at Bid Opening.

# V. <u>Scope of Work</u>

## **Traveling Nurse Temp Agencies**

- 1. Provide copies of resume and any license/certification information to be reviewed by the Sedgwick County Health Department (SCHD) prior to moving applicant to drug screen phase of hiring.
- 2. Provide copy of valid driver's license and proof of automobile insurance for driving level positions.
- 3. Background checks are required from temp agencies to SCHD and will include a criminal background check, 10 panel drug screen and motor vehicle report (MVR) for driving level positions. Provide copies of background checks must be provided to SCHD.
- 4. Provide proof of passing drug screen within the last two months prior to starting temporary employment.
- 5. Prior to start date, provide person name, cell phone number, and personal email contact information for all hired staff in case of emergency or not showing up at the designated time for work.
- 6. For positions that require data entry, provide proof of typing / computer entry testing scores 45 words per minute. SCHD requires temp agency to be able to fulfill surge capacity for staffing within 24 hour of staffing request.
- 7. Temp agencies will not charge for a temp employee who is terminated within the first three (3) days of working at SCHD.
- 8. Temp employees may be expected to work at various site locations depending upon staffing needs and may need to travel to a different location during the work day. Specific job descriptions will outline driving requirements.
- 9. Temp employee may need to be able to work in a clinic setting, sometimes working close to people being tested for illness or receiving vaccines.
- 10. Timecards for temp employees will need to be reviewed and approved in writing by the employees' assigned SCHD Supervisor.
- 11. Temp agency will submit an invoice monthly. Sedgwick County Accounts Payable will pay for all Invoices within 60 days of receipt of invoice.
- 12. Temp agency and temp employees will comply with SCHD policies and procedures and other standards related to performance, dress code, and documentation.

# Temp Employees

- 1. Temp employees are expected to follow the Report to Work policy, which includes being clocked in and at their assigned workstation at the time their work is scheduled to begin.
- 2. If an employee is not able to report to work, the temp employee is required to communicate this to their SCHD supervisor and temporary agency at least one (1) hour prior to expected start time.
- 3. If a temp employee is going to be late to report to work at their designated time, the employee is required to communicate the tardiness to their SCHD supervisor and temporary agency at a minimum of 15 minutes prior to the expected start time.
- 4. Temp employee is required to follow SCHD Reporting to Work Policy. If a temp employee misses three (3) working days or is tardy for three (3) days in a 180 days rolling period, the temp employee will be terminated.
- 5. Temp employees are not to use their personal cell phones, unless designated as job requirement or necessary function, during working hours of operation at SCHD.

- 6. Temp employees will be trained on job tasks by SCHD employees. If after training the quality of work is not at proficient levels through an objective audit, re-training will occur. If after re-training the quality of work is not at proficient levels, termination will occur. SCHD will communicate all performance issues and need for re-training to temp agency.
- 7. Temp employees are to attend SCHD New Employee Orientation on the first day of work, or as assigned by a HR liaison, and any additional training pertaining to job functions.

### **Traveling Nurse Staff Objectives**

Performing vaccination including adolescents age 12 and over.

Performing nasopharyngeal swabs.

Support testing and vaccine activities in SCHD COVID-19 response at specific locations or mobile locations. Performs data entry of patient information into client management and laboratory requisition systems.

Responds to questions from clients, ensures patient confidentiality, follows HIPAA policies.

May be required to wear a respirator in emergency situations or for routine operations as requested.

Completes all assigned tasks on time with minimal supervision.

Comply with Federal HIPAA regulations for client privacy.

Double-checks inputs for accuracy.

Staff will be required to sign IT user agreements and agree to NOT share password or username with other staff. Staff will receive a county badge on first day. SCHD requires staff to wear a badge for identification purposes. Staff will be required to follow all SCHD health and wellness policies.

## Sedgwick County

- 1. Invoices received from temporary agency will be paid within 60 days of receipt of invoice.
- 2. SCHD will provide a job description or list of job duties, qualifications and pay range. SCHD will provide the specialty or type of personnel needed and required qualifications.
- 3. Provide substandard job performance information regarding temp agency staff within 3 days of notification by Sedgwick County employee.
- 4. Provide New Employee Orientation on first day of hire.
- 5. Provide training and retraining in situations when needed.
- 6. Provide PPE, equipment, supplies and workstation to do the job.

#### VI. <u>Sedgwick County's Responsibilities</u>

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.

## VII. <u>Proposal Terms</u>

#### A. <u>Questions and Contact Information</u>

Any questions regarding this document must be submitted in writing to Joe Thomas at <u>joseph.thomas@sedgwick.gov</u> by 5:00 pm CDT Friday, September 17, 2021. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at

<u>https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/</u> under the Documents column associated with this RFP number by 5:00 pm CDT Thursday, September 23, 2021. Firms are responsible for checking the website and acknowledging any addenda on their proposal response form.

## B. <u>Minimum Firm Qualifications</u>

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed theses qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

- 1. Have a minimum of two (2) years' experience in providing services similar to those specified in this RFP.
- 2. Have an understanding of industry standards and best practices.
- 3. Have experience in managing projects of comparable size and complexity to that being proposed.
- 4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
- 5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
- 6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
- 7. Provide project supervision (as required) and quality control procedures.
- 8. Have appropriate material, equipment and labor to perform specified services.
- 9. Park only in designated areas and display parking permit (if provided).
- 10. Wear company uniform or ID badge for identification purposes.

#### C. <u>Evaluation Criteria</u>

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
A. Meeting all requirements as stated in proposal request.	20
B. Competitive conversion fees	25
C. Pre-employment screening process	25
D. References	15
E. Pricing*	15
Total Points	s 100

\*Assume the following cost proposals (examples only)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

А.	\$38,000.00 divided by \$50,000.00 =.76	.76*10	7.6 points
В.	\$38,000.00 divided by \$38,000.00 =1.00	1.00*10	10 points
C.	\$38,000.00 divided by \$49,000.00= .77	.77*10	7.7 points

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

## D. <u>Request for Proposal Timeline</u>

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	September 9, 2021
Questions and clarifications submitted in writing by 5:00 pm CDT	September 17, 2021
Addendum Issued by 5:00 pm CDT	September 23, 2021
Sealed Proposal due before 1:45 pm CDT	October 5, 2021
Evaluation Period	October 5-12, 2021
Board of Bids and Contracts Recommendation	October 14, 2021
Board of County Commission Award	October 20,2021

## E. <u>Contract Period and Payment Terms</u>

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and continue for a period of one (1) year with three (3) one (1) year options to renew.

County may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment\_and\_invoice\_provisions.pdf

# F. <u>Insurance Requirements</u>

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract**. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after county receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

**<u>NOTE</u>**: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
The County shall be added as an alternate employer on the Workers' Compensation	policy.
Commercial General Liability Insurance (on form CG 00 01 04 13 or its equivalen	nt):
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
X Required / Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
X Required / Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Staffing agency must carry either professional or proof that the medical providers	
have medical malpractice (professional) insurance.	
Pollution Liability Insurance:	
Required /X Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

### Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## IF CONTRACTOR IS PROVIDING CONSTRUCTION SERVICES:

In addition to the above coverages, contractor shall also provide the following:

Builder's Risk Insurance:	In the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising the total value for the entire Project on a replacement cost basis
	without optional deductibles. Entity, contractor, and all Subcontractors shall be included as named insured's.

### G. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

### H. <u>Confidential Matters and Data Ownership</u>

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. <u>Proposal Conditions</u> https://www.sedgwickcounty.org/media/31338/proposal-terms-conditions.pdf

General Contract Provisions https://www.sedgwickcounty.org/media/31337/general-contractual-provisions.pdf

Mandatory Contract Provisions

https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

Independent Contractor

https://www.sedgwickcounty.org/media/54780/independent-contractor-addendum.pdf

Sample Contract

https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

Federal Certifications Addendum Sedgwick County <u>https://www.sedgwickcounty.org/media/59719/federal-certifications-addendum-updated-for-changes-to-ug-11-12-</u> 2020-no-signature-line.pdf

Suspension and Debarment https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/

### VIII. <u>Required Response Content</u>

All proposal submissions shall include the following:

- 1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- 2. The firm's relevant experience, notably experience working with government agencies.
- 3. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three (3) years.
- 4. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
- 5. A description of the type of assistance that will be sought from county staff, including assistance required from the county to lessen the costs of this project.
- 6. Proof of insurance meeting minimum insurance requirements as designated herein.
- 7. Those responses that do not include all required forms/items may be deemed non-responsive.

#### REQUEST FOR PROPOSAL RFP #21-0062 TEMP SERVICES – TRAVELING NURSES

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the county, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME		
DBA/SAME		
CONTACT		
	CITY/STATE	ZIP
PHONE	FAX	HOURS
STATE OF INCORPORATION or ORG	ANIZATION	
WEBSITE ADDRESS	EMAIL	
NUMBER OF LOCATIONS	NUMBER OF PERSONS EMPLOYED	
TYPE OF ORGANIZATION: Public Con	rporation Private Corporation	Sole Proprietorship
Partnership Other (Describe):		
BUSINESS MODEL: Small Business	Manufacturer Distributor	Retail
Dealer Other (Describe):		
Not a Minority-Owned Business:	Minority-Owned Business:	(Specify Below)
African American (05)Asia	n Pacific (10) Subcontinent Asian (15)	Hispanic (20)
Native American (25)Other	r (30) - Please specify	
Not a Woman-Owned Business:	Woman-Owned Business: (Spec	ify Below)
Not Minority -Woman Owned (50)	African American-Woman Owned (55)	Asian Pacific-Woman Owned (60)
Subcontinent Asian-Woman Owned	(65)Hispanic Woman Owned (70)	Native American-Woman Owned (75)
Other – Woman Owned (80) – Pleas	se specify	
ARE YOU REGISTERED TO DO BUSI	NESS IN THE STATE OF KS:Yes	No
ACKNOWLEDGE RECEIPT OF ADDE	<b>FATE OF KS WITH MINIMUM BEST RATING</b> (NDA: All addendum(s) are posted to our RFB/RFP endum(s) related to this document by going to ng.asp.	
NO; DATED;	NO; NO; NO;	, DATED
submission format should be by order in wh	lges all requirements, terms, conditions, and sections iich sections are listed throughout the document. All d in proposer's response. <b>Exceptions to any part o</b>	l minimum and general requirements
Signature	Title	

Print Name	Dated