



OFFICE OF WILL COUNTY EXECUTIVE
LAWRENCE M. WALSH

Rita Weiss
Purchasing Director

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Fax (815) 740-4604
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July 11, 2013

To Whom It May Concern:

You are invited to submit your bid to provide Nursing Services for the Sunny Hill Nursing Home, 421 Doris Ave., Joliet, IL. The contract period will commence October 1, 2013 through September 30, 2014 with two (2) one (1) year optional renewals.

A \$5,000.00 Bid Bond or Cashiers Check made payable to the Will County Treasurer must accompany your bid, or it will not be considered. Money Orders or Company checks will not be accepted.

Bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 North Chicago Street, Joliet, IL 60432, not later than **11:00 a.m. "as so indicated by the time stamp clock of Will County," Wednesday, July 24, 2013.** Bids will be publicly opened and read by the Will County Executive or his representative at **11:10 a.m. Wednesday, July 24, 2013** at the same location.

The bidder acknowledges the right of the County of Will to reject all bids and to waive non-material informality or irregularity in any bid received as may be specified in the solicitation.

Should you have any questions regarding this bid, please send them in writing to Rita Weiss, Purchasing Director, via email at rweiss@willcountyillinois.com.

We welcome your bid.

Sincerely,

Rita Weiss
Purchasing Director

**ADVERTISEMENT OF BID
NURSING SERVICES
SUNNY HILL NURSING HOME OF WILL COUNTY
JOLIET, IL**

SEALED BIDS TO PROVIDE NURSING SERVICES FOR THE SUNNY HILL NURSING HOME OF WILL COUNTY, JOLIET, IL, WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 11:00 A.M. WEDNESDAY, JULY 24, 2013.

BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HIS REPRESENTATIVE AT 11:10 A.M. WEDNESDAY, JULY 24, 2013, AT THE WILL COUNTY OFFICE BUILDING, 302 N CHICAGO ST., JOLIET, IL, 60432, 2ND FLOOR.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.demandstar.com, www.willcountyillinois.com AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N CHICAGO ST., JOLIET, IL 60432, (815) 740-4605 OR EMAIL purchasing@willcountyillinois.com.

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE COUNTY OF WILL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PROPOSALS RECEIVED IN WHOLE OR IN PART.

BY ORDER OF THE WILL COUNTY EXECUTIVE, LAWRENCE M. WALSH

**INSTRUCTIONS TO BIDDERS
NURSING SERVICES FOR
THE SUNNY HILL NURSING HOME OF WILL COUNTY
JOLIET, IL**

GENERAL SPECIFICATIONS

Bidders are invited to submit sealed bids for Nursing Services for the Sunny Hill Nursing Home of Will County, Joliet, IL. The contract period will commence **October 1, 2013** through **September 30, 2014** with two (2) one (1) year optional renewals.

SEALED BIDS:

Sealed bids will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **not later than Wednesday, July 24, 2013, at 11:00 a.m. "as so indicated by the time stamp clock of Will County"**.

BIDS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

Sealed bids will be publicly opened and read aloud by the Will County Executive or his representative at **11:10 a.m. Wednesday, July 24, 2013** at the Will County Office Building, 302 N. Chicago St., 2nd Flr, Joliet, IL 60432.

Bids must be made in accordance with the instructions contained herein.

Bid forms shall be completely filled out either typewritten or in ink and shall not be detached from this binding. The **complete set of Contract Documents shall** be submitted with the proposal in triplicate with **ONE ORIGINAL AND TWO COPIES, CLEARLY MARKED.**

All Bid Forms and Specifications as attached hereto shall be used to form the Contract for the work to be performed. Proposals shall be submitted on the forms furnished by the County of Will in a sealed package, plainly marked, with the Bidder's name and address and the notation:

SEALED BID: 2013-31 NURSING SERVICES

TO BE OPENED: 11:10 A.M. July 24, 2013

Bids shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

SIGNATURE OF BIDS:

The signature on bid documents shall be that of an authorized representative of bidder. An officer or agent of the offering bidder who is empowered to bind the bidder in a Contract shall sign the proposal and any clarifications to that proposal.

Each bidder, by making and signing his bid, represents that he has read and understands the bidding documents. **Any bid not containing said signed documents shall be non-conforming and shall be rejected.**

ADVERTISEMENTS:

The Bidder shall not place or maintain any signs, bills, posters, or other advertisements in or about the building, except by written permission of County.

BID SECURITY:

A \$5,000.00 Bid Bond or Cashiers Check made payable to the Will County Treasurer shall accompany each bid, attached to the front cover, as a guarantee that if the bid is accepted, a Contract will be entered into. **Money Orders or Company checks will not be accepted.** The unsuccessful bidders' checks will be returned after the County Board has awarded the bid. After the bid has been awarded, the bid bond or cashiers check will be returned to the successful bidder after being replaced with their performance bond.

PERFORMANCE BOND:

A Performance Bond in the amount of \$5,000.00 will be required from the successful bidder. The Performance Bond will be returned at the completion of the Contract. If it is difficult to acquire a Performance Bond by the time the Contract is to commence, the County of Will will accept a letter notarized by the Insurance Carrier showing that such Bond is being processed. If Will County should exercise the optional renewal clause, a new Performance Bond will be needed at that time.

BIDDING PROCEDURES:

1. All bids must be prepared on the forms provided by the County and submitted in triplicate, with **ONE ORIGINAL AND TWO COPIES, CLEARLY MARKED**, in accordance with the Instructions to bidders.
2. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids or prior to any extension thereof issued to the bidders.
3. Unless otherwise provided in any supplement to the instructions to bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the Advertisement for Bids.
4. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all bidders recorded by the County of Will as having received the bidding documents and will be available for inspection wherever issued. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, such an addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
5. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to bid due date, notify the County of Will, who will, if necessary, send a written addendum to all bidders. The County of Will will not be

responsible for any oral instructions. All inquiries shall be directed to the Purchasing Director. After sealed bids are received, the bidder will make no allowance for oversight.

REJECTION OF BIDS:

The bidder acknowledges the right of the County of Will to reject any or all bids, to waive any non-material informality or irregularity in any bid received, and to accept the bid deemed most favorable to the interest of the County of Will after all bids have been examined and evaluated. In addition, the bidder recognizes the right of the County of Will to reject a bid if the bid is in any way incomplete or irregular.

CONTRACT DURATION:

The contract is to commence October 1, 2013 and extend through September 30, 2014. The County Board, at its sole discretion, reserves the right to extend the contract for two (2) optional one (1) year contracts.

PRIME CONTRACTOR CERTIFICATION:

Included in this bid package is a prime contractor certification form. This form **must** be filled out and returned with your bid package or it will not be accepted.

WORDS AND FIGURES:

Where amounts are given in both words and figures, the words shall govern. If the amount is not written in words the unit cost will take precedence over the extended price in case of a discrepancy in the multiplication.

NON-DISCRIMINATION:

The Bidder shall at all times observe and comply with any law, statute, regulation or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

DEFAULT:

In case of default by the successful bidder, the County of Will may procure the articles or services from other sources and may deduct from the unpaid balance due the successful bidder any of its costs resulting from the default, or may collect against the bond or surety for excess costs so paid, and the prices paid by the County of Will shall be considered the prevailing market price at the time such articles or services are procured.

PRICES:

Bidders should respond with a rate for weekday services, weekend services, and holiday services for certified nursing assistants, licensed practical nurses and registered nurses. These rates must be inclusive. Therefore, they must include any shift premiums, benefits or other incentives. Also, the **County will not pay any additional amount for overtime**. It shall be the service provider's responsibility to insure that they have adequate staffing in order to eliminate exposure to overtime costs. **Any bids submitted that include any add-on charges to the hourly rate will be rejected.**

If County extends the optional renewal for year(s) two and/or three, and no percent of increase has been listed on the bid form, the original first year rates will apply.

Sunny Hill reserves the right to cancel any shift up to two (2) hours prior to its commencement. If the shift is cancelled after that period, Sunny Hill will pay for two (2) hours. If a nurse/CNA is a no call/no show, the agency will credit us with two (2) hours. If the bidder cancels nurse/C.N.A. and does not provide comparable replacement within two (2) hours, the bidder will credit Sunny Hill with two (2) hours.

In the event of late calls, a late call will be paid by Sunny Hill for eight (8) hours worked if the assigned staff arrives at Sunny Hill within sixty (60) minutes of the start of the established shift or the assigned staff will be compensated only for actual time worked.

Prices shall remain in effect throughout the Contract Period, which is for a (12) twelve-month period, from October 1, 2013 through September 30, 2014 with two optional one-year contract renewals with County Board approval.

TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes.

ILLINOIS FREEDOM OF INFORMATION ACT:

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Your proposal will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your proposal that we treat certain information as exempt. We will not honor requests to exempt entire proposals. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the proposal with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the proposal as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to contractor as soon as practicable. Regardless, contractor will be responsible for any costs or damages associated with defending your request for exempt treatment. Furthermore, contractor warrants that County of Will's responses to requests for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your proposal is accepted by the County of Will all related records maintained by, provided to, or required to be provided to the County of Will during the contract duration are subject to FOIA. In the event the County of Will receives a request for a document relating to contractor, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to contractor as soon as practicable and, within the period available under FOIA, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment. Furthermore, contractor will warrant that County of Will's responses to requests for a document relating to contractor, its provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please be advised also that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the

County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA. 5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the contractor shall provide to the County of Will at no cost and within the timeframes of FOIA a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, contractor may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, contractor will be responsible for any costs or damages associated with defending the request for exempt treatment.

AWARDING OF BID:

The award will be based on the lowest responsible bidder that is able to meet or exceed the requirements of the County for the totals of the 1st year contract and the two (2) optional one (1) year contracts. This will be a multi vendor award. It is the intent to use the low bidder per hour per professional. The vendors could vary based on if the need is for CNA, LPN or RN and what date and/or time of day these professionals are needed.

The bidder acknowledges the right of the County of Will to reject any bids not in compliance with the request for bids and the right to reject all bids and the right to waive any non-material informalities or irregularities for any bid received and to accept the lowest responsible, responsive bid after all Bids have been examined and evaluated.

The Bid is expected to be awarded at the August 15, 2013 meeting of the Will County Board.

SUBMITTAL REQUIREMENTS:

Each of the following Products shall be submitted by the bid time mentioned herein in order that the bid will be considered:

1. \$5,000.00 Bid Bond or Cashier's Check
2. Certificates of Insurance
3. **Signed** Copy of Prime Contractor Certification
4. **Signed** and completed Bid Form
5. **Signed** and completed Receipt of Addenda Form
6. Current annual report including audited financial statement(s) submitted in a separately marked, sealed envelope.

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that _____

Name of Bidder

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Name of Bidder

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) **of Section 5-4 of this Code.**

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

CONTRACT NURSING SERVICES SPECIFICATIONS TO BIDDERS

SCOPE OF WORK:

It is the intention of the County of Will to request bids for temporary services of Licensed Nurses and Certified Nursing Assistants who meet the requirements of these specifications. These services are required, on an as needed basis, for the Sunny Hill Nursing Home of Will County, 421 Doris Avenue, Joliet, IL a 300 bed skilled and intermediate nursing facility operated by the County of Will.

The County shall award this bid by selecting a primary service provider and a secondary service provider and all other service providers to be ranked sequentially thereafter. All responding service providers shall be rated, as listed in these specifications. Should the primary service provider be unable to provide the services required, according to the specifications, the secondary service provider shall be used to fill the present service needs of the facility. Should the secondary service provider be unable to respond satisfactorily, the next rated bidder shall be selected and all other service providers to be ranked sequentially. All responding service providers that meet the requirements of the specifications shall be rated on our call list with the first being the primary service provider and all other service providers to be ranked sequentially thereafter.

It is possible that one service provider shall be determined to be the primary bidder for licensed nurses and another service provider may be the primary service provider for certified nursing assistants, and so on.

BIDDER'S QUALIFICATIONS:

All Bidders must be qualified bidders and demonstrate the capacity to provide Nursing Services in accordance with these specifications. Bidders must be successfully servicing as a bidder to facilities similar to Sunny Hill Nursing Home (in size, type and location) for a minimum of one (1) year. References must be provided on the attached page. The County reserves the right to inspect such facilities to determine if this criteria is met. Please provide information as to what percentage of staff resides in Will County, Illinois.

WORK INCLUDED:

The Bidder is to provide temporary nursing staff to fill the nursing staffing requirements of Sunny Hill Nursing Home of Will County as the need arises. Sunny Hill Nursing Home of Will County shall notify the selected bidder of the staffing requirements as soon as that information is available. However, emergencies (change in resident condition, late call-off by facility staff, etc.) may arise when the bidder may need to respond within a short notice period.

QUALIFIED STAFF REQUIREMENTS:

Verification of all requirements listed below are required prior to nurse/C.N.A. first scheduled shift.
The definition of qualified staff shall include, but may not be limited to the following:

1. Meet or exceed the specified licensing requirements (Registered Nurse/Licensed Practical Nurse)
2. Receives approval from the Illinois Department of Professional Regulations and have no pending matters with that agency (Registered Nurse/ Licensed Practical Nurse)
3. Receive an appropriate check of registry from the Illinois Department of Public Health and have no pending matters with that agency (Certified Nurses Aide). Date of approval must be within one (1) calendar year and update performed yearly.
4. Sunny Hill Nursing Home of Will County will not accept any person, for duty, who has a waiver from a licensing or certifying agency.
5. Receives a favorable and current Illinois State Police background check within one (1) calendar year.
6. Current CPR card (required for nurses and C.N.A.s).

7. Signed statements that staff has been oriented to the following Sunny Hill Nursing Home of Will County policies/procedures:
 - a. Abuse Prohibition Program
 - b. Health Information Portability and Accountability Act
 - c. Shift Responsibility Guidelines
 - d. Electronic Medical Record
 - e. Uniform Policy

8. **Upon transition to Electronic Charting Nurses must be proficient in “Click Point Care”. Those that are not, will be expected to attend a one day unpaid orientation provided by Sunny Hill Nursing Home. If orientation and/or proof of competency with “Click Point Care” are not provided, availability will not be accepted.**

9. Service provider shall provide all information concerning its licensee from the Illinois Department of Public Health and Professional Regulations under the Freedom of Information Act.
10. Sunny Hill Nursing Home of Will County reserves the right and sole discretion to request that a contract nursing employee not return to Sunny Hill Nursing Home of Will County if their work performance is deemed unsatisfactory, they are a “no-call, no show” and/or they are in violation of any Sunny Hill Nursing Home of Will County policies and procedures.
11. **Professional medical uniform, name badge and gait belt for all classifications. Also note that “hoodies” are not to be worn on duty and all facial piercings must be covered, hair tied back off the shoulder. Nails should be short, not pass the finger tip with clear nail polish, NO ARTIFICIAL NAILS.**

WEEKENDS:

Weekend shifts start at 10:45pm on Friday and end at 7:15am on Monday.

HOLIDAYS:

Sunny Hill will pay the holiday rate for the following calendar specific holidays; New Year’s Day, Easter, Memorial Day, Mother’s Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. **Holiday shifts will begin at 10:45 pm the evening before and end at 11:15 p.m. the day of the holiday, i.e. 10:45 p.m. December 24th to 11:15 pm December 25th.**

HOURS OF OPERATION:

Established shifts at Sunny Hill are as follows:

C.N.A.’s:

- 6:45 a.m. – 3:15 p.m.
- 2:45 p.m. – 11:15 p.m.
- 10:45 p.m. – 7:15 a.m.

Nurses:

- 6:00am – 2:30pm
- 2:00pm – 10:30pm
- 10:00pm – 6:30am

Shifts are 8.5 hours each. Meal break is 30 minutes and is unpaid. Two (2) paid break periods of 15 minutes each are allowed during one (1) full shift. Breaks and meal breaks cannot be taken together. One (1) break is given during the first half of the full shift and one (1) break is given in the second half of the full shift.

VOLUME:

Nursing Services paid for by the County average approximately \$300,000.00 annually. The average usage amounts specified in this solicitation, however, are approximates only, and are given for the information of the Bidder and for the purpose of Proposal evaluation. They do not indicate the actual amount, which may be spent annually, since such volume will depend upon the requirements of the Sunny Hill Nursing Home of Will County residents. This information is not a guarantee of what the County’s staffing requirements shall be during this contract period.

PRE-AUDIT:

The Bidder shall provide cost information to support invoices upon request of the County.

AUDIT:

The Bidder shall make available and retain all records and cost information related to this contract for a period of four years beyond the contract completion date.

PROVIDER SERVICES:

1. Bidder will provide to Sunny Hill Nursing Home of Will County copies of current licenses or registrations for its personnel providing Services hereunder and including annual updates.
2. Bidder will maintain confidentiality of patient records in accordance with State and Federal Laws and regulations.
3. Bidder will be in compliance with the Health Insurance Portability Accountability Act and will provide training to their staff and maintain all documentation necessary, including any Business Associates contracts.

SUNNY HILL NURSING HOME:

1. Sunny Hill Nursing Home of Will County will provide Bidder with copies of facility Shift Responsibility Guidelines, Abuse Prevention program and Health Information Portability Accountability Act (HIPAA).

COMPENSATION:

1. Sunny Hill Nursing Home of Will County will pay Bidder in full for the Services invoiced within thirty days after receipt of the invoice. Payment shall be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.

HOLD HARMLESS CLAUSE:

The Bidder will save and hold harmless the County of Will from and against all liabilities, claims and demands of whatsoever kind or nature arising out of or connected with the performance of services by the Bidder, or on behalf of the County of Will, whether such injury, death, loss or damage shall have been occasioned by the negligence of the Bidder, or a Subcontractor of the Bidder, or their employees; or otherwise. The Bidder will defend at its own expense any actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom.

STAFFING REQUIREMENTS:

The current anticipated need for Licensed Nurses and Certified Nurses Aides will vary from week to week based on resident's needs and census.

Additionally the nurse needs of Sunny Hill Nursing Home of Will County are for L.P.N.'s only unless an R.N. is specifically requested and any R.N. availability accepted by Sunny Hill Nursing Home of Will County will be billed at L.P.N rates.

EVALUATION CRITERIA:

The evaluation criteria shall include, but is not limited to the following:

1. References
2. The qualifications (i.e. ability, capability and skill) of the Bidder to provide all Services required
3. History of Bidder's company

QUALIFICATIONS, CERTIFICATIONS, LICENSES:

Bidder shall have all the necessary qualifications, certifications, and/or licenses pursuant to Federal and State law and regulations to provide the services required. Bidder shall further warrant that it is not excluded from any state or federal health care program or any third party payer program has not been excluded from any such program and that no basis exists for such exclusion. Finally, Bidder shall warrant that it has not been subject to any final adverse action as defined under the Health Care Fraud and Abuse Data Collection Program. Bidder shall agree to notify Sunny Hill Nursing Home of Will County within twenty-four (24) hours, by certified mail, if: (a) a final adverse action is taken or threatened against Bidder; (b) the same or substantially similar services provided to any other of Bidder's clients that is the subject of inquiry or investigation by any governmental agency, intermediary, or any third party payer; and (c) any adverse action is taken against any other of Bidder's clients in connection with substantially similar services.

RECORDS AND REPORTS:

Bidder agrees to comply with all statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this contract; until the expiration of four (4) years after the furnishing of such services pursuant to this contract.

BILLING AND PAYMENT FOR NURSING SERVICES:

Bidder shall bill Sunny Hill Nursing Home of Will County on a weekly basis and listed by classification and shift worked with total amount of hours worked and amount due. The recap form of service due must be received by Sunny Hill Nursing Home of Will County on Monday of each week or payment will be held until the following week.

TERMINATION:

This contract will terminate automatically upon the revocation, suspension or cancellation of Sunny Hill Nursing Home of Will County license or certification.

Sunny Hill Nursing Home of Will County may automatically terminate this contract due to any unethical billing procedures and/or unprofessional and fraudulent practices.

Either party hereto may, at any time during the term hereof, terminate the contract, with or without cause, upon thirty (30) days written notice to the other party of such termination. At the end of said thirty (30) days notice period, the contract shall be terminated.

Immediately upon the termination of the contract for any reason, all debts, obligations and liabilities theretofore accrued between the Bidder and Sunny Hill Nursing Home of Will County will be paid, performed and discharged.

INDEPENDENT CONTRACTORS:

Bidder and its employees shall not be considered employees or agents of Sunny Hill Nursing Home of Will County for any purpose, and no partnership, joint venture or co-venture shall be created by virtue of the contract or the provision of services hereunder. The Bidder and Sunny Hill Nursing Home of Will County hereto are independent contracts contracting with one another solely for the purposes set out herein. Sunny Hill Nursing Home of Will County shall exercise no control over the manner in which the services are performed. The contract may not be subcontracted or assigned, in whole or in part, without the prior written consent of Sunny Hill Nursing Home of Will County.

COMPLIANCE WITH APPLICABLE LAW:

In all aspects relative to the performance of their respective obligations under this contract, the Bidder and Sunny Hill Nursing Home of Will County shall conduct their respective businesses in accordance with all applicable federal, state and local laws including, but not limited to, all legal requirements relating to the Medicare and Medicaid program and the Health Insurance Portability and Accountability Act.

LIABILITY AND RISK MANAGEMENT INSURANCE:

At all times during the term of the contract, the Bidder and its independent subcontractors shall maintain, at their sole expense, insurance coverage for Bidder, its employees, officers and independent subcontractors as follows:

- a. Worker's Compensation in the statutory amounts;
- b. Employer's liability insurance in an amount not less than one million dollars (\$1,000,000) for each employee/disease;
- c. Professional liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate annually;
- d. Commercial (comprehensive) general liability insurance (including contractual liability) with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate annually.

Current copies and annual updates of the above documents shall be submitted to Sunny Hill Nursing Home of Will County.

INSURANCE REQUIREMENTS:

The policy which affords comprehensive general liability insurance shall contain a provision or endorsement stating that such insurance includes Sunny Hill Nursing Home of Will County and the County of Will as additional insured for their liability out of operations performed for Sunny Hill Nursing Home of Will County and the County of Will by Bidder under this contract.

CERTIFICATES OF INSURANCE:

Bidder shall deliver to the County of Will certificates of insurance naming Sunny Hill Nursing Home of Will County and the County of Will, its officers and employees and agents as additional insured parties for each of the above specified types of insurance. The certificates of insurance must state: "Sunny Hill Nursing Home of Will County, the County of Will and its Officers are named as additional insured's as defined in the policy with respect to claims arising from Bidder's' operations at Sunny Hill Nursing Home of Will County, Joliet, Illinois." (See Special Conditions – Insurance Requirements).

CHANGES IN INSURANCE COVERAGE:

Bidder must notify the County of Will of changes in insurance coverage, in writing, within thirty (30) days.

INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-7 rating in Best's Guide or the equivalent.

PROOF OF CARRIAGE OF INSURANCE:

The Contractor shall furnish the County at the time of bidding, with certificates showing the type, amount, class or operations covered effective dates and dates or expiration of policies, which policies shall specifically refer to the indemnity agreement. Such certificates shall also contain substantially the following statement: "The Insurance covered by this Certificate will not be canceled or materially altered except after 30 days written notice has been received by all named insured." **Any bid not containing said proof of insurance shall be nonconforming and shall be rejected.**

CONTRACT SPECIFICATIONS:

The intent of Sunny Hill Nursing Home of Will County, a 300 bed Skilled and Intermediate Care Nursing Facility pursuant to Illinois Law, located at 421 Doris Avenue, Joliet, Illinois, in requesting contract nursing services proposals is to exercise its management responsibility as a prudent buyer and provider of quality resident health care. In so doing, the facility has identified specific contract nursing services areas.

Sunny Hill Nursing Home of Will County is providing a base of information to ensure uniformity of responses. It must be noted, however, that there is no intent, either expressed or implied, that any of the selected bidders be restricted or precluded by these guidelines, nor should these be rigid as to stifle the creativity of any bidder responding. Any recommendations relating to current or future contract nursing services strategies or areas to improve the nursing staffing needs will be re-evaluated.

The guideline information provided by Sunny Hill Nursing Home of Will County is divided into five key areas:

- I. Nature of the Contract
- II. Costs included in bidder's budget
- III. Required information from bidders
- IV. Exhibits
- V. Fees and compensation schedules (must be completed as part of each bidder's proposal)

We appreciate your working with us on this program evaluation, and we look forward to learning more about your company's capabilities and offerings.

NATURE OF CONTRACT:

- A. The Bidder's proposed budget must be guaranteed to Sunny Hill Nursing Home of Will County for the twelve (12) month period October 1, 2013 through November 30, 2014.
- B. Each proposal must include the proposed financial arrangement
- C. Bidder to keep full and accurate records of the nursing service operation covered by these specifications. All such records shall be retained for a period of four (4) years following the year to which they pertain. Records are subject to audit by the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives.
- D. Bidder will warrant compliance with and agree to be bound by any and all applicable Federal and State of Illinois and local licensure provisions governing Nursing Services with a long-term care nursing facility setting.
- E. Insurance requirements are found in the Agreement, Article VII: Liability and Risk Management. No work shall be started until receipt of the Certificate of Insurance.

MINIMUM INFORMATION REQUIRED OF BIDDER:

A. Specialized Experience

In order to evidence your company's depth and breadth of capability, describe your firm's experience (minimum 2 years experience in long-term care facilities) with client healthcare organizations, wherein your company is handling the contract nursing staffing needs for the facility.

1. Client's name
2. Location
3. Brief description of services provided
4. Length of account tenure
5. Size of staff supervised and building population
6. Client's management contact, address and telephone number

B. Management Firm Information

1. List total number of employees employed – full time and part time (by category: R.N., L.P.N., C.N.A., etc.).
2. Do you use subcontractors for therapists and/or physicians? If so, who?
3. List years in business using current name.
4. What is employee turnover rate for the past two years?
5. Include copies of your current annual report including audited financial statement(s). Submitted in a separately marked, sealed envelope.
6. Provide outline of support training and development programs.
7. Provide evidence of strong network of local management and support staff.
8. Describe the length of time you have provided long term care nursing services in the local area.
9. Provide a list of local references to which you have provided one year or more of service.
10. List clients with whom you have lost contracts within the last two years.
11. Describe any referral networks or managed care provider contracts you are associated with and per diem rates.
12. Identify any specialty programs or services that you currently provide to clients.
13. Describe any type of Quality Assurance Programs that you have in place.

Bid Let: 7-11-13
Due: 7-24-13, 11:00 AM
Open: 7-24-13, 11:10 AM

**Receipt of Addenda Form:
COUNTY OF WILL
PURCHASING DEPARTMENT
302 N. CHICAGO ST.**

**CONTRACT FOR
SHNH #2013-31
NURSING SERVICES**

NAME _____ F.E.I.N. # _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ **Please check one:**

CONTACT _____ **Minority Vendor** yes **no**

PHONE _____ FAX _____ EMAIL _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

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No. _____, dated _____, signed _____

ADDENDUM RECEIPT: Receipt of the following Addendum to the Bidding Documents is hereby acknowledged:

No. _____, dated _____, signed _____

LATE BIDS CANNOT BE ACCEPTED!

<u>Vendor Name (From):</u>	
<u>SEALED BID DOCUMENT</u>	
<u>BID #:</u>	2013-31 SHNH NURISNG SERVICES
<u>DUE DATE:</u>	07/24/13
<u>DUE:</u>	11:00 A.M.
DATED MATERIAL-DELIVER IMMEDIATELY	
WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2ND FLOOR JOLIET, IL 60432	

PLEASE
CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO
THE OUTERMOST ENVELOPE OF YOUR SEALED BID TO
HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!