

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: **Stephanie Kelley**
Telephone: **(603) 527-4438**
Email: **Stephanie.l.kelley@nhvh.nh.gov**

RE: Bid Invitation Name: Temporary Nursing Services
Bid Number: NHVH 2022-049
Bid Opening Date and Time: February 18, 2022 11AM

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # **NHVH 2022-049** for Temporary Staffing Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ **Authorized Signor's Title** _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ **STATE:** _____ **ZIP:** _____

On the ____ day of _____, 2022, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

Vendor Initials: _____

Date: _____

REQUEST FOR BID PROPOSALS

Temporary Staffing Services

GENERAL INFORMATION:

RFP Issue Date: Friday, January 14, 2022

Proposal Number: NHVH 2022-049

Deadline for Bid Submission: Friday, February 18, 2022 at 10:30 AM

Date of Bid Opening: Friday, February 18, 2022 Time of Bid Opening: 11:00 AM

Bids must be received at the New Hampshire Veteran's Home Main Office before 10:30 a.m. on Friday, February 18, 2022. Bids received after this time will **NOT** be accepted.

Bids must be made on the enclosed bid form and must be typed or clearly printed in ink, and signed. Corrections must be initialed.

Bids that are not complete or are unsigned will not be considered.

Faxed Bids will **NOT** be accepted.

Bids will be made public at the time of the opening. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business-size envelope.

PLEASE NOTE: For bid opening return:

Return the Completed Bid Package with the "**Bidder's Response**" sheet signed and completed, and all attached documents as requested are enclosed in a sealed manila envelope with the following indicated on the exterior of the envelope:

Temporary Staffing Services

Attention: Stephanie Kelley, Business Administrator
139 Winter Street, Tilton, NH 03276--- NHVH 2022-049

Vendor Initials: _____
Date: _____

**REQUEST FOR BID FOR TEMPORARY NURSING SERVICES FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for Temporary Staffing Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Veterans Home by **email to:** Stephanie.I.kelley@nhvh.nh.gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 527-4838.

BID INQUIRIES:

Questions shall be submitted by E-mail to Stephanie Kelley at the following address:
Stephanie.I.kelley@nhvh.nh.gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

All bid submissions shall be received at the New Hampshire Veterans Home no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Veterans Home shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:
<https://apps.das.nh.gov/bidscontracts/bids.aspx>

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

01/14/2022	Bid Solicitation distributed on or by
02/17/2022	Last day for questions, clarifications, and/or requested changes to bid
02/18/2022	10:30 AM (EST) Bid Closing
04/1/2022	Implementation of Contract

Vendor Initials: _____
Date: _____

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:

The term of the contract shall commence April 1, 2022 or upon execution by the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council. The maximum term of the contract (including extensions) shall not exceed five (5) years.

CONTRACT AWARD:

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total / section. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://nh.gov/veterans/>

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

Vendor Initials: _____
Date: _____

LIABILITY:

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the

Vendor Initials: _____
Date: _____

State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

TERMINATION:

The State of New Hampshire, Veterans Home shall have the right to terminate the contract at any time with written notice to the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors shall have a completed **VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>)
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:**
Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Vendor Initials: _____
Date: _____

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (Counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>** Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:

Invoices shall be submitted to the corresponding State agency after completion of work.

TERMS OF PAYMENT:

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx> as well as <https://nh.gov/veterans/>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the NH Veterans Home with the bid response.

Vendor Initials: _____
Date: _____

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

It is the responsibility of the Vendor to maintain this any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55ahaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ahaeqs45jpyq5i45))/welcome.aspx)

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

SCOPE OF SERVICES:

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

Vendor Initials: _____
Date: _____

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

Vendor Initials: _____
Date: _____

EXHIBIT A
Special Provisions

1. Special Provisions:

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

Vendor Initials: _____
Date: _____

EXHIBIT B
SCOPE OF SERVICES

1. Purpose:

The purpose of this request for proposal is to seek temporary staffing services for the resident population of the NH Veterans Home, Tilton, NH. Required temporary staffing services are generally known in advance, however, there are instances where unforeseen events, such as staff illness, preclude advance knowledge of need. Proposed temporary staffing services shall be provided by a flat fee rate.

2. Terms of Contract:

A Contract awarded by the NH Veterans Home as a result of this RFP is expected to be effective for the period beginning March 1, 2022 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through December 31, 2024 with an option to renew for one (1) additional period of up to two (2) years, only after the approval of the Commandant of the NH Veterans Home and the Governor and Executive Council.

3. Location of Services:

NH Veterans Home, 139 Winter Street, Tilton, NH 03276

4. Not applicable.

5. Minimum Required Services:

The Contractor shall provide temporary nursing services to include but not limited to:

- 5.1. Provide Temporary Nursing Professionals to the NH Veterans Home for placement on a temporary basis; such professionals shall include, but not be limited to Registered Nurses (RNs) and Licensed Practical Nurses (LPNs).
- 5.2. Provide only those Temporary Nursing Professionals who maintain valid State of NH professional licenses, certifications and/or qualifications required by law for the performance of the services required. No Nursing professional shall be referred to the NH Veterans Home without the proper licensure documentation required by federal, state or local law. Certification is defined as an organization recognized by or affiliated with the American Nursing Association (ANA) in a specialty that is consistent with the job accountabilities and appropriate to the institution or agency. Examples include psychiatric/mental health nurse, gerontological, maternal, wound care, etc.
- 5.3. Provide Temporary staff in other designations such as recreation, dietary, maintenance, social work, laundry and housekeeping as needed.
- 5.4. The Contractor shall be required to deploy the requested staff at the facility for planned services within three (3) business days and unplanned services within one (1) business day.
- 5.5. The NH Veterans Home shall retain ultimate responsibility for the management of patient care.
- 5.6. The Temporary Staffing Professional placed by the Contractor shall be under the direction and supervision of the NH Veterans Home.
- 5.7. The NH Veterans Home shall determine the shifts to be worked and shall not have any obligation to the Contractor for any minimum number shifts requested.
- 5.8. The NH Veterans Home reserves the right to refuse placement of any Temporary Staffing Professional with or without cause.
- 5.9. In performing the services specified by the NH Veterans Home, the staffing professionals are and shall at all times remain employees of the Contractor. The Contractor shall pay all wages and benefits on behalf of the Temporary Staffing Professionals.
- 5.9. The Contractor's flat fee service rate shall be inclusive of salary and benefits to include but not limited to FICA and Social Security taxes, applicable State taxes, workers compensation, unemployment, medical insurance expenses and retirement benefits.
- 5.11. The Contractor shall be responsible to pay their employee one (1) half an hour lunch period.
- 5.12. The NH Veterans Home shall give the Contractor a two (2) hour notification of cancellation prior to the start of a shift. If a two (2) hour notification is not given, a four (4) hour charge will be incurred for billing.
- 5.13. The NH Veterans Home will provide an initial sixteen (16) hour orientation to Temporary Staffing Professionals newly assigned to the NH Veterans Home to include a clinical orientation as well as an orientation to the Federal and State PREA standards.

Vendor Initials: _____
Date: _____

- 5.14. The NH Veterans Home's Temporary Staff shall not be required and/or requested by the Contractor to enter into legal Contracts, Agreements and/or Obligations on the behalf of the NH Veterans Home.
- 5.15. Contractor, not the State, shall be responsible for expenses incurred by the Temporary Staffing Professionals for and maintaining current licensures, certifications and continuing education costs.
- 5.16. Contractor shall comply with all applicable patient information privacy and security regulations set forth in the Health Insurance Portability and Accountability Act (HIPAA) final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.
- 5.17. Contractor staff providing services shall have a security clearance to include a background check and fingerprinting.

6. Service Utilization:

Shift	Registered Nurse (RN)	Licensed Practical Nurse (LPN)
6:45AM - 3:15PM	12,480 Hours	6,240 Hours
3:00PM - 11:30PM	12,480 Hours	12,480 Hours
11:00PM - 7:00AM	12,480 Hours	12,480 Hours
Total Estimated Service Utilization	37,440	31,200

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above. This will provide approximate service equivalency of up to 2 full time nurses for each shift.

Shift	Licensed Nursing Assistant (LNA)
6:45AM - 3:15PM	18,720 Hours
3:00PM - 11:30PM	18,720 Hours
11:00PM - 7:00AM	18,720 Hours
Total Estimated Service Utilization	56,160

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above. This will provide approximate service equivalency of up to 3 full time LNA for each shift.

7. Service Schedule and Utilization: Service Schedule: The Vendor shall provide Temporary Staffing Services for the following required shifts listed below marked with an X.

	FT Service Schedule	Shift	Day of the Week that Shift Begins	Hours of Work
X	Weekdays	Day	(Friday - Thursday) + alternating weekends	6:45AM – 3:15PM
X	Weekdays	Evening	(Friday - Thursday) + alternating weekends	3:00PM – 11:30PM
X	Weekdays	Night	(Friday - Thursday) + alternating weekends	11:00PM – 7:00AM
X	Weekends	Day	(Saturday - Sunday)	6:45AM – 3:15PM
X	Weekends	Evening	(Saturday - Sunday)	3:00PM – 11:30PM
X	Weekends	Night	(Friday - Sunday)	11:00PM – 7:00AM
X	Holiday	Day		6:45AM – 3:15PM
X	Holiday	Evening		3:00PM – 11:30PM
X	Holiday	Night (Eve)		11:00PM – 7:00AM

- 7.1. Weekday Day shifts shall begin at 6:45AM and end at 3:15PM on Monday, Tuesday, Wednesday, Thursday and Friday.
- 7.2. Weekday Evening shifts shall begin at 3:00PM and end at 11:30PM on Monday, Tuesday, Wednesday, Thursday and Friday.
- 7.3. Weekday Night shifts shall begin at 11:00PM on Monday, Tuesday, Wednesday, Thursday and Sunday and end at 7:00AM on Tuesday, Wednesday, Thursday, Friday and Monday.
- 7.4. Weekend Day shifts shall begin at 6:45AM and end at 3:15PM on Saturday and Sunday.
- 7.5. Weekend Evening shifts shall begin at 3:00PM and end at 11:30PM on Saturday and Sunday.
- 7.6. Weekend Night shifts shall begin at 11:00PM on Friday and Saturday and end at 7:00AM on Saturday and Sunday.
- 7.7. Observed Holidays shall follow the State of New Hampshire, Division of Personnel designated calendar Holidays.
- 7.8. Holidays that fall on a Weekend Day shall be observed on their prospective calendar date.
- 7.9. Columbus and Election Day shall not be considered as a State of New Hampshire Holiday.
- 7.10. No overtime rates shall be paid to the Contractor on behalf of their employee for employees working on State observed Holidays. The State shall expect the Contractor to manage the schedules of their employees so that no overtime is paid.
- 7.11. Holidays shall begin at midnight (12:00AM) or Eve on the calendar date of the Holiday and ends at midnight (11:59PM) on the same day. Reporting times remain as stated above.
- 7.12. Holiday billing services shall not be applied unless an assigned Temporary Nursing Professional actually works on the Day, Evening, or Eve (midnight) of the Holiday. Only hours worked on the actual calendar holiday are to be compensated.

Vendor Initials: _____

8. State of New Hampshire Observed Holidays (Calendar Year 2022):

Holidays for Calendar Year 2022		
Holiday	Day of Week	Date of Holiday
New Year's Day	Saturday	January 1, 2022
Martin Luther King Day/Civil Rights Day	Monday	January 27, 2022
President's Day	Monday	February 21, 2022
Memorial Day	Monday	May 30, 2022
Independence Day	Monday	July 4, 2022
Labor Day	Monday	September 5, 2022
Veterans' Day	Friday	November 11, 2022
Thanksgiving Day	Thursday	November 24, 2022
Day After Thanksgiving Day	Friday	November 25, 2022
Christmas Day	Sunday	December 25, 2022

Note: Although the following days, Columbus Day and Election Day, are listed in RSA 288:1 as State holidays they are **not paid holidays** for State employees. State Offices will remain open for both Columbus Day and Election Day. State Holiday schedules are located at <http://admin.state.nh.us/hr/index.html>.

9. General Service Provisions:

- 9.1. Notification of Required Services: The NH Veterans Home, Director of Resident Care Services, or designee shall contact the Contractor when service is required. A list of NH Veterans Home, Nursing Coordinators will be provided to the Contractor upon awarding of a Contract.
- 9.2. Tools and Equipment: The Contractor will be provided with the required tools and equipment as deemed necessary by the NH Veterans Home to provide the requested services. Any and all tools, containers, and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Veterans Home security staff at any and all times while on NH Veterans Home facility grounds.
- 9.3. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Veterans Home.
- 9.4. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or Subcontractors to provide services to NH Veterans Home. Upon award of a Contract, the NH Veterans Home will notify the selected Contractor the procedures to obtain background checks. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check from the NH Department of Safety, and procedural review of said reports by the NH Veterans Home.
- 9.5. The NH Veterans Home reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or subcontractor employees to determine eligibility status.
 - 9.5.1. The NH Veterans Home will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 9.5.2., below.

Vendor Initials: _____

- 9.5.2. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Human Resources and designee of the NH Veterans Home;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Veterans Home without prior approval of the NH Veterans Home; and
- 9.6. Licenses, Credentials, Certificates: The Contractor shall ensure all staff members meet the requirements of the State. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 9.7. Admittance: The Home may, at its sole discretion, remove from or refuse admittance to any Home facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.
- 9.8. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Veterans Home shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Veterans Home, or terminating the Contract.
- 9.9. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Home for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract, submit a written identification and notification to the NH Veterans Home of the name, title, address, telephone & fax number, of its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 9.9.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 9.9.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commandant of the NH Veterans Home actually receives notice of this change.
- 9.9.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Veterans Home, Business Administrator, 139 Winter Street, Tilton, NH 03276.
- 9.10. Contractor Liaison's Responsibilities:
- 9.10.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;

- 9.10.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
- 9.10.3. Receiving and responding to all inquiries and requests made by NH Veterans Home in the time frames and format specified by NH Veterans Home in this RFP and in the Contract and any renewals thereof; and
- 9.10.4. Meeting with representatives of NH Veterans Home on a periodic or as-needed basis to resolve issues which may arise.
- 9.11. NH Veterans Home Contract Liaison Responsibilities: The NH Veterans Business Administrator shall act as liaison between the Contractor and NH Veterans Home for the duration of the Contract and any renewals thereof. NH Veterans Home reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. Responsibilities of the NH Veterans Home representative are:
 - 9.11.1. Representing the NH Veterans Home on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent the NH Veterans Home regarding all aspects of the Contract, subject to the approval of the Governor and Executive Council of the State of New Hampshire, where needed;
 - 9.11.2. Monitoring compliance with the terms of the Contract;
 - 9.11.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and within the time frames specified by the Contract;
 - 9.11.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 9.11.5. Informing the Contractor of any discretionary action taken by NH Veterans Home pursuant to the provisions of the Contract.
- 9.12. Reporting Requirements: The NH Veterans Home shall, at its sole discretion:
 - 9.12.1. Request the Contractor to provide proof of any and all permits, licenses/certifications to perform Temporary Staffing Services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
 - 9.12.2. Request the Contractor to provide any and all reports on an as needed basis according to a schedule and format to be determined by the NH Veterans Home; and
 - 9.12.3. Reports and/or information requests shall be forwarded to NH Veterans Home, Business Administrator, 139 Winter St, Tilton, NH.
- 9.13. Performance Evaluation: NH Veterans Home shall, at its sole discretion:
 - 9.13.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof; this shall include review of the required qualifications of Temporary Staff provided by the Contractor and compliance with the three (3) day business notice for planned staff requests and the one (1) day business notice for unplanned staff requests;
 - 9.13.2. The Director of Resident Care Services and the Director of Administrative Services of the NH Veterans Home may meet with the Contractor at a minimum of four (4) times a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;
 - 9.13.3. Request additional reports and/or reviews the NH Veterans Home deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
 - 9.13.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
 - 9.13.5. Terminate the Contract, if NH Veterans Home determines that the Contractor is:
 - 9.13.5.1. Not in compliance with the terms of the Contract;
 - 9.13.5.2. Has lost or has been notified of intention to lose their accreditation and/or licensure;

- 9.13.5.3. Has lost or has been notified of intention to lose their Federal certification and/or licensure; and
- 9.13.5.4. Terminate the Contract as otherwise permitted by law.

10. Other Contract Provisions:

10.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Veterans Home will inform the Contractor of any dissatisfaction and will include requirements for corrective action.

10.1.1. The NH Veterans Home has the right to terminate the Contract, and any renewal Contracts thereof, if the NH Veterans Home determines that the Contractor is:

- a.) Not in compliance with the terms of the Contract; or
- b.) As otherwise permitted by law or as stipulated within this Contract.

10.2. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Veterans Home. As the work of the Contractor progresses, the Contractor shall make advice and information on matters covered by the Contract available to NH Veterans Home as requested by NH Veterans Home throughout the effective period of the Contract and any renewals thereof.

11. Bankruptcy or Insolvency Proceeding Notification:

11.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Veterans Home immediately.

11.2. Upon learning of the actions herein identified, the NH Veterans Home reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

12. Embodiment of the Contract:

12.1. The Contract between the NH Veterans Home and the Contractor shall consist of:

12.1.1. Request for Proposal (RFP) and any amendments thereto;

12.1.2. Proposal submitted by the Vendor in response to the RFP; and/or.1.3.Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds," after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire.

12.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 12.1.2. shall govern.

12.3. The NH Veterans Home reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

13. Cancellation of Contract:

13.1. The NH Veterans Home may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.

13.2. Should the NH Veterans Home exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

13.3. The NH Veterans Home reserves the right to terminate the Contract without penalty or recourse by giving the Contractor written notice of such termination at least sixty (60) days prior to the effective termination date.

13.4. The NH Veterans Home reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

Vendor Initials: _____

14. Contractor Transition:

NH Veterans Home, at its discretion, for any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

15. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

16. Additional Items/Locations:

Upon agreement of both parties, additional equipment and/or other facilities belonging to the NH Veterans Home may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

17. Information:

- 17.1. In performing its obligations under the Contract, the Contractor may gain access to information of nursing home residents, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 17.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction any and all information of the resident that becomes available to the Contractor in connection with its performance under the Contract.
- 17.3. In the event of unauthorized use or disclosure of the resident's information, the Contractor shall immediately notify the NH Veterans Home.
- 17.4. All material developed or acquired by the Contractor, due to work performed under the Contract, shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Veterans Home.
- 17.5. All financial, statistical, personnel and/or technical data supplied by NH Veterans Home to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of the Contract and any renewals thereof and may be cause for Contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

18. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the

complete disclosure of all submitted material not in compliance with this section.

19. Special Notes:

- 19.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 19.2. The NH Veterans Home reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 19.3. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 19.4. The NH Veterans Home shall not be held liable for finders, placement, advertising fees or any related hiring fees incurred by the Contractor.
- 19.5. The NH Veterans Home shall not be held liable for relocation expenses to include lodging, temporary housing or mileage fees as a condition of employment of the Contractor's staffing personnel for the duration or term of the Contract and any renewals thereof.
- 19.6. The NH Veterans Home shall not agree to liquidated damage provisions on behalf of the Contractor and/or employees represented by the Contractor. If the Contractor requires the NH Veterans Home staff signature validation of the Contractor's employees work schedule and/or time sheet, the Contractor shall recognize:
- 19.7. NH Veterans Home staff does not have contracting and payment authority.

EXHIBIT C
Budget & Method of Payment

1. **Budget (Budget Sheet), Licensed Nursing Assistants (LNA):**
1.2 Licensed Nursing Assistant Fee Schedule:

Licensed Nursing Assistant (LNA) Fee Schedule				
		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	LNA Hourly Rate	Extended Cost
Weekdays	6:45AM – 3:15PM (Day)	14,952		
Weekdays	3:00PM – 11:30PM (Evening)	14,952		
Weekdays	11:00PM – 7:00AM (Night)	14,952		
Weekends	6:45AM – 3:15PM (Day)	3,744		
Weekends	3:00PM – 11:30PM (Evening)	3,744		
Weekends	11:00PM – 7:00AM (Night)	3,744		
Holiday	6:45AM – 3:15PM (Day)	24		
Holiday	3:00PM – 11:30PM (Evening)	24		
Holiday	11:00PM – 7:00AM (Night)	24		
Three Year Budget for Temporary LNA Services (subtotal column C)				

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above. This will provide approximate service equivalency of up to 3 full time LNA for each shift.

Vendor Initials: _____

2. Budget (Budget Sheet), Registered Nurses (RN):

2.1. Registered Nursing Fee Schedule:

Registered Nursing (RN) Fee Schedule				
		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	RN Hourly Rate	Extended Cost
Weekdays	6:45AM – 3:15PM (Day)	9,968		
Weekdays	3:00PM – 11:30PM (Evening)	9,968		
Weekdays	11:00PM – 7:00AM (Night)	9,968		
Weekends	6:45AM – 3:15PM (Day)	2,496		
Weekends	3:00PM – 11:30PM (Evening)	2,496		
Weekends	11:00PM – 7:00AM (Night)	2,496		
Holiday	6:45AM – 3:15PM (Day)	16		
Holiday	3:00PM – 11:30PM (Evening)	16		
Holiday	11:00PM – 7:00AM (Night)	16		
Three Year Budget for Temporary RN Services (subtotal column C)				

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above. This will provide approximate service equivalency of up to 2 full time nurses for each shift.

Vendor Initials: _____

3. Budget (Budget Sheet), Licensed Practical Nurses (LPN):

3.1. Licensed Practical Nursing Fee Schedule:

Licensed Practical Nursing (LPN) Fee Schedule				
		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	LPN Hourly Rate	Extended Cost
Weekdays	6:45AM – 3:15PM (Day)	4,984		
Weekdays	3:00PM – 11:30PM (Evening)	9,968		
Weekdays	11:00PM – 7:00AM (Night)	9,968		
Weekends	6:45AM – 3:15PM (Day)	1,248		
Weekends	3:00PM – 11:30PM (Evening)	2,496		
Weekends	11:00PM – 7:00AM (Night)	2,496		
Holiday	6:45AM – 3:15PM (Day)	8		
Holiday	3:00PM – 11:30PM (Evening)	16		
Holiday	11:00PM – 7:00AM (Night)	16		
Three Year Budget for Temporary LPN Services (subtotal column C)				

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above. This will provide approximate service equivalency of up to 2 full time nurses for each shift.

Vendor Initials: _____

4. Budget (Budget Sheet), Other Designations

4.1. Support Staff

Support Staff Fee Schedule				
Environmental		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	Hourly Rate	Extended Cost
Weekdays	6:00AM-2:30PM (Day)	4,984		
Weekdays	2:30PM-11:00PM (Evening)	9,968		
Weekdays	9:00PM-5:30AM (Night)	9,968		
Weekends	6:00AM-2:30PM (Day)	1,248		
Weekends	2:30PM-11:00PM (Evening)	2,496		
Weekends	9:00PM-5:30AM (Night)	2,496		
Holiday	6:00AM-2:30PM (Day)	8		
Holiday	2:30PM-11:00PM (Evening)	16		
Holiday	9:00PM-5:30AM (Night)	16		
Three Year Budget for Temporary Support Services (subtotal column C)				\$

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above.

Vendor Initials: _____

Support Staff Fee Schedule				
Dietary		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	Hourly Rate	Extended Cost
Weekdays	5:30AM – 2PM (Day)	4,984		
Weekdays	10:30AM – 7:15PM (Evening)	9,968		
Weekdays	3:00PM – 7:15PM (Night)	9,968		
Weekends	5:30AM – 2PM (Day)	1,248		
Weekends	10:30AM – 7:15PM (Evening)	2,496		
Weekends	3:00PM – 7:15PM (Night)	2,496		
Holiday	5:30AM – 2PM (Day)	8		
Holiday	10:30AM – 7:15PM (Evening)	16		
Holiday	3:00PM – 7:15PM (Night)	16		
Three Year Budget for Temporary Support Services (subtotal column C)				\$

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above.

Support Staff Fee Schedule				
Recreation		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	Hourly Rate	Extended Cost
Weekdays	7:00AM – 3:30PM (Day)	4,984		
Weekdays	11:00AM – 7:30PM (Evening)	9,968		

Vendor Initials: _____

Weekdays	12PM-8:30PM (Night)	9,968		
Weekends	8:00AM – 4:30PM (Day)	1,248		
Holiday	7:00AM – 3:30PM (Day)	8		
Holiday	11:00AM – 7:30PM (Evening)	16		
Holiday	12PM-8:30PM (Night)	16		
Three Year Budget for Temporary Support Services (subtotal column C)				\$

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above.

Support Staff Fee Schedule				
Social Worker		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	Hourly Rate	Extended Cost
Weekdays	7:00AM – 3:30PM (Day)	4,984		
Three Year Budget for Temporary Support Services (subtotal column C)				\$

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above.

Support Staff Fee Schedule				
Maintenance		A	B	C = (A*B)
Service Schedule	Hours of Work/Shift	Estimated Volume/ Hours	Hourly Rate	Extended Cost
Weekdays	7:00AM – 3:30PM (Day)	4,984		
Weekdays	3:30PM – 10:00PM (Evening)	9,968		
Weekdays	12:00PM – 6:30AM (Night)	9,968		
Weekends	7:00AM – 3:30PM (Day)	1,248		

Vendor Initials: _____

Weekends	3:30PM –10:00PM (Evening)	2,496		
Weekends	12:00PM – 6:30AM (Night)	2,496		
Holiday	7:00AM – 3:30PM (Day)	8		
Holiday	3:30PM –10:00PM (Evening)	16		
Holiday	12:00PM – 6:30AM (Night)	16		
Three Year Budget for Temporary Support Services (subtotal column C)				\$

Actual hours to be used over the entire 3-year contract will vary, up to and will not exceed the maximum total service utilization hours listed above.

4. Method of Payment:

- 4.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 4.2. Original invoices shall be sent to the NH Veterans Home, Attn: Director of Resident Care Services, 139 Winter Street, Tilton, NH 03276 for approval.
- 4.3. Once approved, the original invoices shall be forwarded to the Department’s Business Office for processing.
- 4.4. The NH Veterans Home may make adjustments to the payment amount identified on a Contractor’s monthly invoice. The NH Veterans Home shall suspend payment to an invoice if an invoice is not in accordance with the instructions established by the NH Veterans Home and Contract Terms and Conditions and Estimated Budget/Method of Payment, Exhibit B.
- 4.5. The NH Veterans Home may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized and contain the following information:
 - 4.5.1. Invoice date and number;
 - 4.5.2. Facility name and associated Contractor account number (if applicable) representing facility name;
 - 4.5.3. Quantity and number of hours per Temporary Nursing Professional and shift assignment for services rendered;
 - 4.5.4. Itemized service/product total charge per service/product type; and
 - 4.5.5. Attach itemized detailed time sheet for each Temporary Nursing Professional to monthly Contractor invoice.
- 4.6. Contractor errors resulting in service and/or product charge shall be at the expense of the Contractor to include:
 - 4.6.1. Assignment of incorrect service type of Temporary Staffing Professional;
 - 4.6.2. Any related travel expenses for the Contractor’s Temporary Staffing Professional to the facilities.
- 4.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The

Vendor Initials: _____

Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

- 4.8. Weekday billing period for the Day shift shall begin at 7AM and end at 3PM (Monday – Friday); weekday billing period for the Evening shift shall begin at 3PM and end at 11PM (Monday – Friday); weekday billing period for the Night shift shall begin at 11PM (Monday – Thursday and Sunday) and end at 7AM (Tuesday – Friday and Monday), respectfully. For billing purposes only, the billing period for weekday Day, Evening and Night shifts shall not include the one half hour (1/2) unpaid meal break.
- 4.9. Weekend billing period for the Day shift shall begin at 7AM and end at 3PM (Saturday and Sunday); weekend billing period for the Evening shift shall begin at 3PM and end at 11PM (Saturday and Sunday) and weekend Night shifts shall begin at 11PM on Friday and Saturday and end at 7AM on Saturday and Sunday, respectfully. For billing purposes only, the billing period shall not include the one half hour (1/2) unpaid meal break.
- 4.10. Weekday, Weekend and Holiday billing shall not be applied unless an assigned Temporary Staffing Professional actually works on the prospective Day (6:30AM – 3PM), Evening (2:30PM – 11PM) and Night (10:30PM – 7AM) shift and the billing period shall not include the one half hour (1/2) hour unpaid meal break.
- 4.11. Holiday Day billing period shall begin at 7AM and end at 3PM; Holiday Evening billing shall begin at 3PM and end at 11PM; Holiday Night shift billing period shall begin at 12AM of the Holiday and end at 7AM of the calendar Holiday date and shall not be combined with a Weekday Evening, Night or Weekend Day, Evening or Night rate.
- 4.12. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2022.

5. Appropriation of Funding

- 5.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 5.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Veterans Home the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 5.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

ATTACHMENTS TO BE INCLUDED WITH CONTRACT

A. Sample Packet of Documents:

1. Certificate of Insurance: This certificate is obtained from the Contractor's Insurance Company. One Original and two copies should be returned with contract (P-37). The amount of insurance should reflect the requested levels of the RFP.
2. Certificate of Authorization/Good Standing: This document may be obtained through the Secretary of State's Office located in the State House, 107 North Main Street, Concord, NH 03301, 603-271-3242. One Original and two copies should be returned with the contract (P-37).
3. Certificate of Authority/Existence: This is merely a notarized form on your company's letterhead stating the individual signing the contract is authorized to enter into contracts on behalf of the company. Make sure this form is notarized and that the person that signs this form is not the same person that signs the contract. Standard forms available upon request. One Original and two copies should be returned with the Contract (P-37).

NOTE: These forms are REQUIRED during contract signing.

Vendor Initials: _____