

	Document Phase	Document Description	Page 2
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

GENERAL TERMS AND CONDITIONS FOR RFP FOR SERVICES v 7-9-15 rhc edit 7-28-15

GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS - All proposals are subject to these Terms and Conditions.

1. PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP – From the Release Date of this RFP until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party’s Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified in {insert *location in RFP where contacts are identified, such as Section S or Item 2.*}

Questions relating only to the RFP process may be submitted by telephone or by mail or hand delivery to: the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be published to those parties submitting responsive proposals.

2. NONRESPONSIVE PROPOSALS - Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

3. CHANGES TO THE RFP; CHANGES TO THE SCHEDULE - The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party’s designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

4. EXPENSES - Unless otherwise specified, the reimbursable expenses incurred by the service provider in the providing the solicited services, shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel and preapproved consulting services. Cost of electronic legal research, cellular phone service, fax machines, long-distance telephone tolls, courier, food or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts that demonstrate a negative effect on the issuance of the bonds, if not authorized.

If pre-approved, in-state travel shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

5. REJECTION OF PROPOSALS - The Soliciting Party reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

6. EXPENSES OF PROPOSAL – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. DISCLOSURE STATEMENT - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., *Code of Alabama 1975*. Copies of the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Documents/files/File-AL-Vendor-Disclosure-Statement.pdf> and <https://www.alabamaag.gov/Documents/files/Vendor-Disclosure-Instructions.pdf>.

	Document Phase	Document Description	Page 3
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

8. LEGISLATIVE CONTRACT REVIEW - Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx>. If a

contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

9. THE FINAL TERMS OF THE ENGAGEMENT - Issuance of this Request For Proposals in no way constitutes a commitment by the Soliciting Party to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals and the accepted Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

10. BEASON-HAMMON ACT COMPLIANCE. A contract resulting from this RFP will include provisions for compliance with certain requirements of the *Beason-Hammon Alabama taxpayer and Citizen Protection Act* (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a "business entity" or "employer" as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k):

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

	Document Phase	Document Description	Page 4
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

REQUEST FOR PROPOSALS FOR HEALTHCARE CONTRACT

COL. ROBERT L. HOWARD STATE VETERANS HOME

RLHSVH-2021

I. ADMINISTRATIVE OVERVIEW

A. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals for the complete provision and operation of the Colonel Robert L. Howard State Veterans Home located in Pell City, Alabama by contract with the Alabama Department of Veterans Affairs. The resulting contract will be for a period up to 5 years. (Ala. Code §31-5A-4)

B. BACKGROUND

The Alabama Department of Veterans Affairs (ADVA) conducted a Feasibility Study in 2007 to review the needs of Alabama's Veterans in regards to geriatric healthcare needs. It was determined from this study that a fourth State Veterans Home be constructed which would include 174 skilled care beds and 80 Domiciliary/Assisted Living Beds. The location selected was Pell City in St. Clair County. The Board of Veterans Affairs voted to name the home after an American War Hero from Alabama, Colonel Robert L. Howard.

The Veterans Home is a 230,000 square foot complex located on 27 acres adjacent to St. Vincent/ St. Clair Hospital and Jefferson State Community College. All 254 rooms are private with private bathrooms. There are 126 skilled care beds in the comprehensive care neighborhoods. Of the 126, there are 14 skilled beds in each house that includes a living room area, dining room area, food service area, and covered porch. There are 3 houses to each neighborhood with a total of 3 neighborhoods. For the Memory Care Unit the set up is consistent with the other houses/neighborhoods but there are 48 skilled beds with 12 in each house. There are 2 neighborhoods for the Memory Care Unit with 2 houses each. The Domiciliary/Assisted Living is 2 stories with a total of 80 beds.

The Veterans Home is equipped with a pharmacy, therapy room, chapel, beauty and barber, laundry and main kitchen. Furniture and equipment are provided as well as startup supplies of linens and kitchen items. Startup medical supplies and all housekeeping supplies and equipment will be the responsibility of the healthcare contractor.

The U. S. Department of Veterans Affairs (USDVA) is involved in both the construction funding and daily operating costs; the Home will comply with VA operating standards for skilled-nursing care and Domiciliary Care. It is Department Policy that the Home will also meet Center for Medicare and Medicaid Services (CMS) and Alabama Department of Public Health (ADPH) regulatory standards for both Skilled Nursing Care and Assisted Living.

C. COMMITMENT OF THE STATE OF ALABAMA

	Document Phase	Document Description	Page 5
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

1. The State of Alabama reserves the right to withdraw this RFP at any time and for any reason. Receipt of the proposal materials by the State or submission of a proposal to the Alabama Department of Veterans Affairs confers no rights upon the offeror nor obligates the State in any manner.

2. A contract based upon this RFP may or may not be awarded. Any contract resulting in an award from this RFP is invalid until properly approved and executed by the State Board of Veterans Affairs (SBVA) and the Governor of Alabama. Any agreements shall be construed and interpreted in accordance with the laws of the State of Alabama.

D. RFP ORGANIZATION

I. Administrative Overview

II. Scope of Work

III. Terms and Conditions

IV. Procurement

V. Cost Proposal

VI. Bid Letter

VII. Appendix

E. ISSUING OFFICE

This RFP is being issued by the Alabama Department of Veterans Affairs:

Alabama Department of Veterans Affairs
P. O. Box 1509
Montgomery, Alabama 36102-1509

F. INQUIRIES

All inquiries, except for questions regarding bidding procedures must be made in writing to:

Kim Justice, Executive Director, State Veterans Homes
Alabama Department of Veterans Affairs
P. O. Box 1509
Montgomery, Alabama 36102-1509
Kim.justice@va.alabama.gov

G. ORAL COMMITMENTS

Offerors should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential offerors and any SBVA member or ADVA staff members are not binding on the State of Alabama or the ADVA unless reduced to writing and accepted by both parties.

	Document Phase	Document Description	Page 6
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

H. DEFINITIONS

SBVA: State Board of Veterans Affairs

The Home's Governing Authority for the State of Alabama

Home

Col. Robert L. Howard State Veterans Home

Commissioner

Appointing authority for Alabama Department of Veterans Affairs and authorized agent to carry out actions on behalf of the State Board of Veterans Affairs.

Executive Director

Healthcare Executive employed by the State of Alabama Department of Veterans Affairs to oversee the Contract Operation of Alabama's four State Veterans Homes. Directs all aspects of the Veterans Homes Program to include supervisory role over the Director at each of the Veterans Homes. The Executive Director may act in absence of the State Veterans Home (SVH) Director and can overrule a decision of a SVH Director.

State Veterans Home (SVH) Director

Healthcare Executive employed by the State of Alabama Department of Veterans Affairs to oversee the Contract Operation of a Veterans Home. The Homes' Governing Authority's On-site Representative. (Ala. Code § 31-5A-5 (1975))

ADVA: Alabama Department of Veterans Affairs

Agency of the State of Alabama authorized to carry out the day-to-day activities of the Board.

USDVA: United States Department of Veterans Affairs

Federal agency with regulatory oversight of the Veterans Homes program. Provides funding to assist in the daily rate and for state home construction programs.

ADPH: Alabama Department of Public Health

Agency of the State of Alabama authorized to license skilled nursing facilities and assisted living facilities.

CMS: Centers for Medicare and Medicaid Services

Federal agency with regulatory oversight of skilled nursing facilities.

Contractor

Healthcare organization that the State of Alabama contracts to operate the state veterans' home.

	Document Phase	Document Description	Page 7
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

II. SCOPE OF WORK

A. STATEMENT OF MINIMUM REQUIREMENTS

The RFP is to establish a contract to provide for the complete provision and operation of 174 skilled nursing care beds and 80 domiciliary/assisted living beds. In this section appear minimum requirements involving the operation of the Alabama State Veterans Home. These standards are in addition to the requirement imposed by Title 38 U.S. Code: Part 51: Per Diem for NH Care of Veterans in State Veteran Homes, Rules of Alabama Department of Public Health, Chapter 420-5-10, Nursing Facilities and Chapter 420-5-4 Assisted Living Facilities; 42 CFR Parts 483, and 488, Department of Health and Human Services, Center for Medicare and Medicaid Services, Requirements for Long Term Care Facilities, and any city and or county environmental standards and subsequent amendments or changes to any of these documents.

B. ADMINISTRATION

The Contractor that will be operating the Home shall maintain the highest standards of care as established by the aforementioned publications. In the event of a conflict in standards between any of the publications, the highest standard will prevail.

C. ADMINISTRATOR

The Home and its programs shall be operated by an administrator designated by the Contractor and subject to initial approval by the Veterans Homes Executive Director and final approval of the Commissioner. This individual will be a Licensed Nursing Home Administrator and Licensed Assisted Living Administrator under the laws of the State of Alabama. This individual shall coordinate all matters and work closely with the Veterans Home Director, who has the on-site authority to oversee the operations of the facility, to ensure that all contractual terms are met as established by the ADVA and the Contractor and that quality care is provided to our veterans. An Assistant Administrator shall also be employed by the contractor and shall be licensed and follow the same protocol for approval as the Administrator.

D. POLICY AND OPERATIONS MANUAL

The Contractor shall provide a policy and operational procedures manual as approved by the Executive Director. The manual shall prescribe the purpose, the services, programs, and daily operations of the Home, which will ensure quality nursing care and compliance with accreditation agency standards as referred to in paragraph II A. The State Veterans Home (SVH) Director and Executive Director will review and approve revisions to the document and have full access to the manual.

E. MEETINGS

The Contractor who shall operate the Home will appoint a representative to work closely with the Executive Director and meet with the ADVA as necessary. The Contractor must also be available to meet with the SBVA (Board) and Veterans Homes Committee at least quarterly at the request of either party to facilitate communications, establish policy, explore problems and insure conformity with legal and fiscal requirements necessary to implement the Home's programs. Such representative must have the authority to make corporate decisions at these meetings.

	Document Phase	Document Description	Page 8
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

F. FISCAL MANAGEMENT

1. The Contractor shall provide the ADVA an annual audit summarizing operation of the Homes and an operating budget estimate for the next year. The audit shall be conducted by a Certified Public Accountant. The audit must be received 120 days from the ending period. The budget shall be received 30 days prior to the beginning of the fiscal year.
2. On the tenth day of each month, the Contractor shall provide to the SVH Director a resident accounting sufficient in detail to include direct and indirect resident costs to support USDVA and State VA Per Diem Billing requirements. The Contractor shall allow the Executive Director and/or the SVH Director access to the financial records as requested.
3. The Contractor will be required to pay the ADVA an annual fee for lease of the 174 skilled care beds and 80 Domiciliary/Assisted Living beds in the amount of \$370,840.00, which is \$4 per bed day occupied or not. This amount may be re-negotiated in subsequent years at the option of the SBVA. The lease payment will be paid in twelve (12) monthly equal installments.

G. INSURANCE

The Contractor shall provide insurance coverage for itself, which includes coverage for equipment, personal property, injury and general liability to employees, residents and third parties. Contractor shall provide worker's compensation for all employees.

H. INVENTORY

All property within the Home which belongs to the State of Alabama will be maintained on inventory. The State of Alabama shall have the right to inventory all State Property classified as Non-expendable (cost value of \$500 or more) on a semi-annual basis or as deemed appropriate. No State Property will be removed from the Home without the expressed written consent of the SVH Director. The Contractor shall receipt for, institute and maintain controls over State Property vested under its control. The Contractor shall be pecuniary liable for losses resulting from damages, theft and acts of negligence.

I. PERSONNEL

1. The Contractor is responsible to keep the Home staffed 24 hours per day, 7 days per week, in accordance with Federal and State standards. The Administrator shall have a written personnel policy manual approved by its corporate body, Executive Director and the SVH Director. At a minimum, this policy manual will include:
 - a. Organizational chart
 - b. Written employment practices and procedures including:
 - Position descriptions
 - In-service training and staff development
 - Promotion policy
 - Job qualifications and job descriptions
 - Grievance and appeal procedures
 - Annual employee performance evaluations procedures

	Document Phase	Document Description	Page 9
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

- Holidays
- Leave policy
- Hours of work
- Disciplinary procedures
- Termination and resignation which shall be "at will" under Alabama law

2. Equal Employment Opportunity program adopted by the governing authority including Veteran's Preference must be implemented.

3. Licensure of staff personnel. In addition to the Administrator, the Contractor will insure that minimum licensure /certification requirements of both full-time and part-time personnel meet both Federal and State standards.

4. Prior to employment, all employees of the Contractor shall be subject to a thorough investigation. Background checks, Abuse Registry, Licensing verification and drug screenings are to be conducted prior to employment. Verification of U.S. citizenship or lawful presence in the United States of America must also be performed before employment begins. Additionally, any requirement by the State of Alabama for certification of eligibility to work in Alabama shall be met to include compliance with the requirements of the Beason-Hammon Taxpayer and Citizen Protection Act (Ala. Code §§31-13-9 (a) and (b))

5. All employees shall have a physical examination to include TB test prior to commencement of employment and annually thereafter. The results and documentation thereof will be appropriately maintained in accordance with regulatory guidelines. The Executive Director and/or the SVH Director will be granted access to this information as requested.

6. The Contractor will ensure operation and coverage in the event of a labor dispute or strike.

J. PHYSICAL PLANT

The Contractor is responsible for keeping the Home neat, clean, sanitary and in good repair. The Contractor will maintain the Home at optimal levels through its preventive maintenance program.

K. EQUIPMENT

All state owned equipment will be maintained appropriately by trained and/or certified in-house personnel or by equally trained and/or certified contract maintenance for the duration of the proposed contract. All service contracts shall be maintained at the contractor's expense at the approval of the SVH Director. Work must not be performed that would void any warranty in place without first seeking warranty repair/replacement.

L. FACILITY MAINTENANCE

The Contractor will be responsible for all preventive maintenance and other equipment maintenance as appropriate, either with in-house personnel or service contract. The Contractor will be 100% liable for those repairs necessitated by abuse or negligence on the part of its personnel and/or any made by any subcontractor personnel.

	Document Phase	Document Description	Page 10
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

M. GROUNDS

The Contractor shall maintain all properties of the Homes' grounds at optimal levels. This includes lawn maintenance, shrubbery / tree maintenance, as well as seasonal flower beds. The grounds are to be free from litter. The porches and walkways are to be pressure washed semi-annually at a minimum and more often as deemed necessary by the SVH Director.

N. HOUSEKEEPING AND SANITATION

The Contractor is responsible for conforming to all housekeeping and sanitation guidelines and regulations required by the Federal and State standards applicable. There shall be a written plan documenting deep cleaning procedures and schedule of the overall facility.

O. POLICY AND PROCEDURES

1. WRITTEN POLICIES

The following written policies shall govern admission of individuals to the Homes:

- a. Only honorably discharged veterans are admitted to the veterans homes. Veterans who enlisted after September 7, 1980 and those commissioned after October 16, 1981 must have served a minimum of 24 continuous months or the full period for which the person was called. Veterans who were enlisted or commissioned prior to the dates above have served a minimum of 90 days of active service. Active-duty service means full-time service other than active duty for training. Veterans with wartime service are given preference over peacetime veterans. (38 USC §101)
- b. Must be in need of aid and attendance of another person and qualify for skilled nursing care or assisted living care.
- c. Must have been a resident of the State of Alabama during the past immediate 12 months.
- d. Shall have had a medical examination by a physician within 90 days of admission request and, as a result, it is shown that he/she does not:
 - 1.) require medical or hospital care for which the Homes are not equipped or staffed to provide;
 - 2.) have behavioral traits which may prove to be dangerous to the well-being of the resident, other residents, staff, or visitors;
 - 3.) have a diagnosis or confirmed history of mental illness or mental retardation that outweighs medical condition.
- e. Peacetime veterans may be admitted to the Home if there is appropriate space available at the time of request. These individuals will not be placed on a waiting list or given preference over a wartime veteran.
- f. Applicants will be checked against the Sex Offender Registry and a background check for active felony status. Anyone found to be on the Sex Offender Registry or in a felony fugitive status shall not be considered for admission.

	Document Phase	Document Description	Page 11
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

2. ADMISSION COMMITTEE

The Admission Committee shall review and make decisions regarding applications to the veterans home. The Committee shall consist of the Contractor's Home Administrator, Medical Director, Director of Nursing, Director of Social Services, Pharmacist, and the SVH Director, who shall serve as Committee Chairman. Substitutions for any member or additions on the committee must be submitted in writing and approved by SVH Director.

3. QUALITY OF LIFE

- a. The Contractor shall have written policy and procedures approved by the Executive Director and the SVH Director concerning resident personal property.
- b. The Contractor shall establish a written statement of resident rights. The statement of rights shall be posted in a conspicuous location, and a copy will be signed by each resident or sponsor as part of the admission package.
- c. The Contractor shall have a written policy that will ensure and encourage the voluntary practice of his/her own religious activity, subject only to those limitations necessary to maintain order within the Homes. Residents shall not be required to attend or participate in religious services or discussions.
- d. The Contractor shall have a written policy and procedure to assure regulatory compliance with the Health Information Portability and Accountability Act (HIPAA).
- e. The Contractor shall have a written policy to address resident/sponsor concerns and to investigate any incidents as required by Federal and State Law.

4. SAFETY AND EMERGENCY PROCEDURES

- a. The Contractor shall have a written fire and disaster plan which is communicated to all employees and residents on a regular basis. The plan shall be coordinated with the SVH Director to ensure coordination with Local, State and Federal disaster programs and reviewed at a minimum, annually. The Home's written plan shall be posted at the front desk and in each house.
- b. The written plan shall specify the Home's approved fire prevention regulations and practices to insure the safety of staff, residents and visitors. The plan shall include inspections and testing of emergency equipment as required for regulatory compliance.
- c. The Contractor shall ensure all employees are trained in any and all emergency procedures. The disaster plan shall be coordinated with all local agencies. The Administrator shall, in coordination with the SVH Director, exercise and critique the plan at least quarterly.
- d. Contractor shall be responsible for the security of the veterans home 24 hours per day, 7 days per week. Security personnel shall be on premises at all times. They are to be professionally uniformed. Security services shall ensure safety of all residents, staff, and visitors, implement all fire/disaster safety precautions, and monitor property / equipment. The Contractor will provide a badge system complete with individual name and position title for all Home's personnel.

	Document Phase	Document Description	Page 12
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

5. CONTRACTOR RESPONSIBILITIES

a. Assure that each resident receives medical, dental and restorative/rehabilitative services as determined by the appropriate physician. The minimum services to be available to each resident must be at least the services required for skilled nursing care/assisted living care under both Federal and State guidelines. The following items will be provided in the daily rate:

- Private room.

- Quality food service with individual diet counseling by a certified dietitian.

- Skilled nursing care/ Assisted Living Care by licensed professionals with around the clock supervision by Registered Nurses.

- Medical supervision by a Veterans Home Medical Director, a licensed physician knowledgeable in long term care.

- Initial dental examination and an annual exam thereafter.

- Social Services programs tailored to meet the individual needs of the residents.

- Activity program designed to appeal to the interests of the individual resident.

- Appropriate resident education programs.

- In-house pharmacy and licensed pharmacist to dispense medications as dictated by physician orders. (Medication may be provided by a VA agreement for a specified group of veterans, reimbursed by the VA for a specified group of Veterans, private Insurance or Medicare Part D)

- Basic supplies for personal care.

- Transportation to local activities and routine medical appointments, including transportation to VA Medical Centers during normal working hours.

- Laundry and linen services to include personal laundry.

- Around the clock security. (as described in (0)(4)(d) above)

- Maintain licensure and certification standards established by the U.S. Department of Veterans Affairs (USDVA), Center for Medicare and Medicaid Services (CMS) and the Alabama Department of Public Health (ADPH).

- Appropriate support groups for families and responsible parties.

The following services may be obtained for the residents of the Veterans Homes as ordered by the physician to ensure and maintain quality of life for any resident. These services are not covered by the daily rate, but may be obtained from the USDVA, or paid for by the resident's Medicare and supplemental insurance, or by the resident or his/her responsible party if no Medicare or supplemental insurance is available:

- Physical Therapy, Occupational Therapy, and Speech Therapy.

- Podiatry consults, services and treatment.

- ENT consults, services, treatment and appliances (e.g., hearing aids).

- Vision exams, consults, services, treatment and eyeglasses.

- Dental treatment, dentures, and dental repair.

- Psychiatric consults, services and treatment.

- Surgical consults, services and treatment.

- Dermatologist consults, services and treatment.

- Other specialized consults, services and treatment not provided within the Veterans Home.

- Non-covered hospital stays and diagnostic services and tests.

- Radiology services.

- EKG services.

- Wound care products.

- Enteral feeding products.

- Prosthetics devices (e.g., splints, braces).

	Document Phase	Document Description	Page 13
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

- Durable medical equipment (e.g., special beds, wheelchairs, walkers, bedside commodes, etc.).
- Laboratory services.
- Emergency transportation to the nearest medical facility equipped to provide the necessary level of care.

- a. The Administrator shall coordinate with the SVH Director as to facility improvements or equipment which is needed to maintain or improve the quality of care, to coordinate warranty repair/replacement, or to replace obsolete or worn out equipment which is specified in the contract as the responsibility of the State.
- b. The Administrator will cooperate with the SVH Director, in the area of development and implementation of public relations and/or advertising programs.
- c. The Administrator will be responsible for collections from residents and third parties. In the case of payments due from the USDVA and the ADVA, the invoices shall be presented to the SVH Director not later than the 5th day of the following month in a form established by the Executive Director. The ADVA will assume the responsibility for receiving funds from the USDVA and the State of Alabama.
- d. The Contractor shall provide all computer hardware and software for an electronic medical records system, billing system, pharmacy system, and security systems monitoring. All licenses must be transferrable to any future healthcare contractors with ultimate ownership of data residing with ADVA.
- e. The Contractor shall pay for all utilities, such as heat, gas and electric, water and sewerage and communications used within the facility or on the grounds. The exception will be telephone communication requirements of the SVH Director and his/her support staff which will be borne by the ADVA. The Contractor will provide an internet connection for the ADVA offices.
- f. The Contractor shall provide for pest control and extermination services needed in the facility or on the grounds to include termite bonds and annual inspection/renewal.
- g. The Contractor shall provide for trash removal services and transport and disposal costs of biohazard materials.
- h. The Contractor shall provide housekeeping and janitorial services both within the facility and on the grounds.
- i. The Contractor shall assure barber and beauty services are available within the facility for all residents.
- j. The Contractor shall provide daily laundry services. The contractor shall maintain adequate inventory of bed linens, bedspreads, towels, washcloths, and pads.
- k. The Contractor shall provide for recreational activities and transportation arrangements to external activities and appointments. This includes all appointments to the VA Medical Center. The Contractor will be required to provide 3 new eleven passenger buses and 2 new eight passenger vans for the home. Each bus/van will be handicapped accessible with the locking mechanisms for wheelchairs with a minimum of 2 wheelchair securements. If any bus/van is out of use for repairs for more than 2 weeks the contractor shall provide for equivalent alternate.

	Document Phase	Document Description	Page 14
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

l. The Contractor shall provide an acceptable high quality food service program to meet the nutritional needs of the residents which complies with all applicable Federal and State regulations. The Contractor shall incorporate resident choice and preferences in the food delivery system. The ADVA provided the startup supply of pots, pans, trays, plates, utensils, glasses, and cups. The contractor will be responsible for replacing worn/broken items as needed.

m. The Contractor shall provide an in-house pharmacy licensed in accordance with all rules and regulations of the Alabama Board of Pharmacy. The pharmacist and pharmacy tech staff shall be licensed/certified in compliance with the Alabama Board of Pharmacy regulations.

n. The Contractor shall insure that minimum committee meeting requirements are adhered to including participation by appropriate contractor and consulting staff representatives. The Administrator shall invite the SVH Director to all meetings involving the quality of care provided in the facility. The Administrator shall provide the SVH Director a copy of each committee's minutes as requested.

o. The Contractor shall maintain written transfer agreements with local hospital and nearby USDVA Medical Center for acute care situations, arrange for transportation in such events and maintain contact with the transfer facility to ensure return of resident to the Home at the earliest possible date. Any costs for services outside the scope of the contract, to include resident transportation, must be borne by the USDVA or third party payer, if available, or the resident/sponsor.

p. The Contractor shall provide the Executive Director and SVH Director with access to medical records, administrative and financial data as he/she may determine necessary in verifying services, quality of care rendered or in resolving complaints or inquiries.

q. The Contractor shall have a written mortuary policy which will ensure sensitivity and expediency in the processing of the death certificate, completion of the medical record and removal of the remains from the Home.

6. ALABAMA DEPARTMENT OF VETERANS AFFAIRS RESPONSIBILITIES

The ADVA shall be responsible for:

a. Major maintenance or facility improvement expenditures costing over \$3,500.00 (not the direct result of abuse or negligence on the part of the Contractor). All expenditures must have ADVA approval before authorization to proceed with repair.

b. Purchase or replacement of equipment items with a cost of \$3,500.00 or more for each item or unit subject to the discretion of the Executive Director. All expenditures must have ADVA approval before purchase or replacement is authorized. Where feasible, the Contractor may be required to lease such equipment. Repair costs not covered by the Contractor's insurance or a result of negligence shall be the responsibility of the Contractor.

c. Preparation of all reports required to be submitted to the USDVA to include the VA Form 10-5588 State Home Report and Statement of Federal Aid Claimed.

	Document Phase	Document Description	Page 15
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

- d. Act to approve or disapprove any rate increase request from the Contractor. All requests for rate increase must be submitted in writing 60 days prior to the next regularly scheduled Board Meeting. Any rate increase to the resident must allow for a minimum of a 30 day notification.
- e. Payment for miscellaneous expenses associated with day-to-day ADVA staff office operations.
- f. The SVH Director shall be invited to attend all meetings relating to the quality of health care rendered within the Facility.
- g. The SVH Director and staff shall control scheduling of the Board room, Training room, and Conference room in the Facility.
- h. The SVH Director shall attempt to resolve in-house all complaints not resolvable by the Administrator or Contractor staff.
- i. The Executive Director and SVH Director shall be satisfied that the quantity and quality of services provided meet the intent of this contract, Federal and State guidelines before the SVH Director certifies such attestation to the USDVA. The same applies to State per diem invoices. This shall be done on a monthly basis.

III. TERMS AND CONDITIONS

A. GENERAL

1. The contract between ADVA, State of Alabama, and the Contractor shall consist of (1) this Request for Proposal (RFP) and any amendment thereto made prior to the contract award date, and (2) the Contractor's proposal submitted in response to the RFP. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, ADVA 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 Contractor's proposal. In all matters not affected by the written clarification, if any, the RFP shall govern.
2. No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification is mutually agreed to, in writing, by the Contractor and ADVA, and incorporated as a written amendment to the contract. Memoranda of understanding and correspondence shall not be construed as amendments to the contract.
3. The contract shall be construed according to the laws of the State of Alabama.

B. DEVIATIONS FROM THE CONTRACT

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any deviations therefrom must be specifically defined by the Contractor in his proposal which, if successful, shall become part of the contract, but such deviations must not be in conflict with the basic nature of this offer.

	Document Phase	Document Description	Page 16
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

C. ENTIRE AGREEMENT

1. The contract represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other contract. A record of formal contract negotiations between the contractual parties will be prepared by the ADVA.
2. The successful Contractor must not commence any billable work until a valid contract has been executed, signed in duplicate with an original delivered to each party.

D. TYPE OF CONTRACT

The contract established will be on the basis of a fixed cost per resident per day admitted to the Homes. The rate per veteran per day shall include all costs associated with the operation of the facility. No other charges shall be honored by ADVA. The contract will allow for veterans entitled to receive a higher per diem based on their service connected disability to be paid at 100% of the reimbursable rate as established by the Federal VA annually. This includes veterans rated at 70% to 100% service connected disabled and those receiving care for their service connected condition. This is outside of the basic daily rate established by the contract. 38 CFR 51.41

E. RATE ADJUSTMENTS

Rates per resident per day shall not be increased during the first twelve (12) months, from award of contract. After the first twelve (12) months the rates may be adjusted each year by applying the percentage increase granted under the VA costs-of-living adjustments for non-service pension benefits under PL 95-588. All rate adjustments shall be fully substantiated and approved by the SBVA.

F. CONTRACT TERM

The contract established for this RFP shall be for up to five years. The successful offeror shall post a performance bond in the amount of \$750,000 for the term of 3 years with an annual renewable term for the balance of the contract. (Ala. Code §41-16-28 (1975))

G. START-UP OF OPERATIONS

The Contractor shall be licensed by the ADPH, be adequately staffed in each home and prepared to continue providing care for residents as of March 1, 2022.

H. INSPECTION OF FACILITY

Periodic, scheduled and unannounced, inspections of the facility will be conducted during the term of the contract by ADVA, SBVA, the USDVA and other State and Federal agencies.

I. TERMINATION OF CONTRACT

	Document Phase	Document Description	Page 17
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

The contract resulting from this RFP shall be subject to the following termination provisions. The contract may be terminated by SBVA for default on the part of the Contractor, for Contractor bankruptcy; for unavailability of funds; for convenience; and/or for loss of necessary license.

J. TERMINATION FOR DEFAULT

1. The SBVA may terminate the contract, in whole or in part, when it determines that the Contractor has failed to satisfactorily perform its contracted duties and responsibilities and is unable to cure such failure within a period of time specified by the SBVA, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default".
2. In the event of termination for default, in full, or in part, as provided herein, the SBVA may procure, upon such terms and in such manner as the SBVA and ADVA may deem appropriate, services similar to those terminated. The Contractor shall be liable to the ADVA for any excess costs for such similar services. In addition, the Contractor shall be liable to the ADVA for administrative costs incurred by the SBVA in procuring such similar services.
3. The rights and remedies of the SBVA and ADVA provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

K. TERMINATION FOR CONTRACTOR BANKRUPTCY

In the event of the filing of a petition in bankruptcy by or against the Contractor, the SBVA shall have the right to terminate the contract upon the same terms and conditions as a termination for default.

L. TERMINATION FOR UNAVAILABILITY OF FUNDS

1. In the event that ADVA funds for the contract become unavailable, the SBVA shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience.
2. Availability of funds will be determined by the ADVA, the legislative process of the State of Alabama, and the USDVA.

M. TERMINATION FOR CONVENIENCE

The SBVA may terminate performance of work under the contract in whole, or in part, whenever for any reason the SBVA shall determine that such termination is in the best interest of the State of Alabama.

N. PROCEDURE ON TERMINATION

1. Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination, the extent of which performance of work under the contract is terminated and the date, upon which such termination becomes effective, the Contractor shall:
 - a. Prepare a complete inventory of all assets and submit to ADVA within ten (10) days of the Contractor's receipt of the Notice of Termination;

	Document Phase	Document Description	Page 18
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

b. Stop work under the contract on the date and to the extent specified in the Notice of Termination; and

c. Complete the performance of such part of the work that shall not have been terminated by the Notice of Termination.

2. The Contractor shall proceed immediately with the performance of the above obligation notwithstanding any delay in determining or adjusting the amount of reimbursable price under the clause.

3. A minimum of 90 days shall be allowed for restaffing or transfer of veterans to other nursing homes upon contract termination.

O. TERMINATION CLAIMS

After receipt of Notice of Termination, the Contractor shall submit to the SBVA any termination claim in such form and with the certification prescribed by the SBVA. Such claim shall be submitted promptly but no later than six (6) months from the effective date of termination, unless one (1) or more extensions in writing are granted by the SBVA within the six (6) month period or authorized extension thereof.

P. EXCEPTIONS

The Contractor will not be liable for any excess cost to the ADVA if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, acts of terrorism, quarantine restrictions and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the Contractor. The Contractor will take all possible steps to recover from such occurrences.

Q. CONFIDENTIALITY

1. The Contractor shall comply with the provisions of the Federal Privacy Act, Freedom of Information Act, Health Information Portability and Accessibility Act of 1996, and other pertinent guidelines established by the Contractor for the retention and release of personal and/or confidential information regarding residents and their healthcare. Requests for any other information regarding the Home, the SBVA, and the ADVA must be submitted in writing to the Owner at P.O. Box 1509, Montgomery, AL 36102-1509.

2. The Contractor and ADVA agree that all information communicated between them before the effective date of the agreement shall be received in strict confidence and shall not be disclosed by the receiving party, its agents, or employees prior to the effective date of the contract without prior written consent of the other party. With the exception of financial information submitted with the proposal, this material will be deemed public record after the contract is awarded. Financial information, including annual audited financials, shall not be made public at any time, unless upon written consent of the submitting party or required by court order.

R. PRIME CONTRACTOR RESPONSIBILITY

	Document Phase	Document Description	Page 19
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

Any contracts that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of the contract with the ADVA. The prime Contractor should be designated in the proposal.

S. ASSIGNABILITY

This contract is not assignable by the Contractor, either in whole or in part, without the express written consent of the ADVA with approval of the SBVA.

T. HOLD HARMLESS

The Contractor agrees to indemnify, defend, and hold harmless the SBVA, its members, the ADVA, and its employees from:

1. Any claims or losses for service rendered by the Contractor, person, or firm performing or supplying services in connection with performance of the contract;
2. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent act of the Contractor, its officers or employees in the performance of the contract;
3. Any claims or losses resulting to any person or firm injured or damaged by the Contractor and/or its subcontractors, its officers or employees by the publication, translation, reproduction, delivery, performance, use or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State of Alabama regulations or statutes;
4. Any failure of the Contractor, its officers or employees to observe Federal or State of Alabama Laws.

U. PAYMENTS

The USDVA and ADVA per diem payments will be made monthly. Monthly invoices shall be submitted to the SVH Director along with acceptable supporting documentation substantiating services and charges submitted. The documentation shall detail the names and identification numbers of the residents in the Home and the number and listing of the calendar days in which the veteran resided in each Home.

V. ADVA FACILITY SPACE

The ADVA shall maintain suitable office space within the Home for its SVH Director and staff. The ADVA staff shall retain control over use of the Conference rooms. The Contractor may schedule use of these facilities with the ADVA Staff when not otherwise scheduled. Utilities, housekeeping, maintenance and repair of these facilities except for ADVA telephone communications will be provided for by the contractor.

W. INSURANCE

The Contractor shall provide comprehensive liability, fire, property damage and worker's compensation insurance prior to commencing work as outlined below:

1. Worker's Compensation Insurance sufficient under the laws of Alabama to cover all its employees working to fulfill this Contract.

	Document Phase	Document Description	Page 20
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

2. Property Damage Liability Insurance with a minimum limit of \$10 million for each occurrence, insuring the ADVA as the "Loss Payee" in the event of loss.
3. Comprehensive General Liability Insurance with a minimum bodily injury limit of \$1 million for each claimant, \$3 million per occurrence, and Medical Malpractice insurance in the amount of \$1 million per occurrence with a \$3 million aggregate. The coverage must insure against civil rights suits, false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character or violation of rights of privacy caused by acts of Contractor's employees while acting within the scope of their duties.
4. Employees honesty (Fidelity) bond to a minimum of \$50,000 covering the risks incidental to any direct loss of the Home(s) money or property caused by Contractor's employees for which the Contractor is liable.
5. The ADVA shall insure, through the State Finance Division of Risk Management, the facility against losses due to fire or natural causes not a result of Contractor negligence or abuse.

The Contractor shall supply a copy of all proposed insurance policies as a part of its bid.

X. CONFLICT OF INTEREST

1. No member of the SBVA or employee of the ADVA, and no other public official of the State of Alabama or the Federal Government who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the contract, prior to termination of the contract, may voluntarily acquire any personal interest, direct or indirect in this contract or proposed contract.
2. The Contractor covenants that presently it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of the contract no person having any such known interests shall be employed.

Y. OFFER OF GRATUITIES

By submission of a proposal, the offeror certifies that no member of or delegate of the U. S. Congress, nor any elected or appointed official or employee of the State of Alabama has or will benefit financially or materially from the contract. Any contract arising from this procurement may be terminated by the SBVA if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the offeror, his/her agent or employee.

Z. ATTORNEY'S FEES

In the event either party deems it necessary to take legal action to enforce any provision of the contract and in the event the ADVA prevails, the Contractor agrees to pay all expenses of such action including attorney's fees and costs at all stages of litigation, including those set by the court or hearing officer.

AA. CONFLICT BETWEEN FEDERAL AND STATE GUIDELINES

When there is a conflict between State and Federal Guidelines and Regulations, the stricter of the guidelines will prevail.

	Document Phase	Document Description	Page 21
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

IV. PROCUREMENT

A. APPROACH

The procurement process will provide for the evaluation of proposals and selection of the best proposal. (Ala. Code §31-5A-4 (1975))

B. TIMETABLE

In order to be considered, each bidder must be capable of meeting the following schedule:

1. Open bid duration: **November 1, 2021 through December 17, 2021**. All interested parties need to submit a letter of interest by e-mail to kim.justice@va.alabama.gov by **November 19th** to be included in any addendums to RFP or response to questions by others.
2. Closing date: All bids must be received in the ADVA office not later than **12:00 PM CST on December 17, 2021**.
3. Announcement of successful offeror: The ADVA will announce the successful offeror not later than **45 days following the closing date**.

C. DURATION OF PROPOSAL

The bidder agrees to be bound by its proposal for a period of ninety (90) days from date of submission, during which time the State may request clarification of apparent errors for the purpose of evaluation. Amendments or clarifications requested by the State shall not affect the remainder of the proposal, but only that portion so amended or clarified.

D. ORAL PRESENTATION AND DEMONSTRATION

Offerors who submit a proposal in response to this RFP may be required to make oral presentations.

E. RESTRICTIONS ON COMMUNICATIONS WITH SBVA AND ADVA

1. From the issuance date of this RFP until the interview process, offerors are only allowed to communicate with the Commissioner, Executive Director, and SVH Director. Communications with SBVA members may occur only during the course of a called Board Meeting or committee meeting authorized by the SBVA.
2. For violation of the aforementioned provision, the ADVA shall reserve the right to reject the proposal.
3. In order to provide equal treatment to all offerors, questions should be submitted in writing to the ADVA.

F. RFP ADDENDA

Addenda to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective offerors. Failure to acknowledge receipt of addenda in accordance with the instructions

	Document Phase	Document Description	Page 22
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

contained within the addenda may result in the proposal not being considered. Addenda will be sent to all organizations requesting copies of the RFP.

G. DISPOSITION OF PROPOSALS

All proposals become property of the ADVA. The successful proposal shall be incorporated into the resulting contract by reference.

H. DISCLOSURE OF OFFEROR RESPONSE

1. The RFP specifies the format, required information and general content of a proposal submitted in response to this RFP. The ADVA will not disclose any portion of the proposal prior to contract award to anyone outside the SBVA and the ADVA. (Ala. Code §41-16-26 (1975))
2. The ADVA shall have the right to use all systems ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right. Financial information, including annual audited financials, shall not be made public at any time, unless upon written consent of the submitting party or required by court order.
3. Any proposed alteration to the RFP or contract, which may be considered by the ADVA, shall be disclosed to all parties submitting a qualifying RFP.

I. PROPOSAL ADDENDA AND RULES FOR WITHDRAWAL

1. Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the ADVA.
2. Unless requested by the ADVA, the ADVA shall not accept any addenda, revisions or alterations to proposals after the closing date.
3. Any submitted proposal shall remain a valid proposal for ninety (90) days after the proposal due date.

J. INDEPENDENT PRICE DETERMINATION

1. A proposal will not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter related to such prices with any other offeror or competitor. In addition, the offeror is prohibited from making multiple proposals in a different form.
2. The offeror must include a certified statement in the proposal certifying that the price was arrived at without any conflict of interest, as described above. Should conflict of interest be detected any time during the contract, the contract shall be null and void, and the Contractor shall assume all costs of the Home's operation until such time that a new Contractor is selected. (Ala. Code §41-16-25 (1975))

K. PROPOSAL SUBMISSION REQUIREMENTS

1. Each offeror may submit only one proposal. Alternate proposals shall not be allowed.

	Document Phase	Document Description	Page 23
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

2. Proposals must be submitted in two (2) parts: bid letter and cost proposal. The format and content of each of these are specified in Section V and VI.

3. Five (5) copies of the cost proposal under sealed cover and two (2) original bid letters under separate sealed cover must be received by no later than 12:00 PM CST on the closing date. Any proposal received after this time and date shall be rejected and returned to the offeror.

4. Proposal should be either mailed or delivered to:

Kim Justice, Executive Director
Alabama Department of Veterans Affairs
RSA Union Building: 100 N.Union Suite 850, Montgomery, AL 36104
P. O. Box 1509 Montgomery, Alabama 36102-1509

5. The outside cover, void of logos or other business markings, of the envelope containing the cost proposal shall be marked:

COST PROPOSAL
Col. Robert L. Howard State Veterans Home
(typed name of offeror)

6. The outside cover, void of logos, or other business markings, of the envelope containing the bid letters shall be marked:

BID LETTER
Col. Robert L. Howard State Veterans Home
(typed name of offeror)

L. ACCEPTANCE OF PROPOSALS

1. All proposals properly submitted will be reviewed by the ADVA. However, the ADVA reserves the right to request necessary amendments, reject all proposals, reject any proposal that does not meet mandatory requirements or cancel the RFP according to the best interest of the State of Alabama.

2. The ADVA also reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the ADVA and the State of Alabama. Notice of such waiver shall be included in the appropriate board committee and/or SBVA minutes.

3. Where the ADVA may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with the RFP specifications and other contract requirements if the offeror is awarded the contract.

V. COST PROPOSAL

The cost proposal shall be in the following format:

A. INTRODUCTION

	Document Phase	Document Description	Page 24
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

B. TITLE PAGE

State the RFP Subject, the name of the offeror's firm, local address, telephone number, name of contact person and the date.

C. TABLE OF CONTENTS

Include a clear identification of the material by Section and Page number.

D. TRANSMITTAL LETTER(S)

1. The Transmittal Letter shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the offeror. It shall include the following:

- a. A statement indicating that the offeror is a corporation or other legal entity that does or does not operate other skilled nursing facilities licensed by the Alabama State Department of Public Health.
- b. A statement that no attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal.
- c. A statement of Equal Opportunity Employment, that the offeror does not discriminate in its employment practices with regard to race, color, religion, age, sex, marital status, political affiliation, national origin or disability (except as provided by law).
- d. A statement that the offeror provides Veterans preference and supports the National Guard or Reserve Program.
- e. A statement identifying all addenda to this RFP issued by the ADVA and received by the offeror. If no addenda have been received, a statement to that effect should be included.
- f. A statement that the offeror certifies that in connection with this RFP: (1) the prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror; (2) unless otherwise required by law, the prices quoted have not been knowingly disclosed by the offeror prior to award, directly, or indirectly, to any other offeror.
- g. A statement that the person signing this proposal certifies that he/she is the person in the offeror's organization responsible for, or authorized to make decisions as to the price quoted and that he/she has not participated, and will not participate in any action contrary to item "f", above.
- h. A State of Alabama Disclosure Statement as required by Ala. Code §41-16-85. Form located at Attorney General website: www.ago.alabama.gov
- i. An Affidavit for Business Entity/Employer/Contractor supporting documentation that verifies the offeror is enrolled in the E-Verify program. (Ala. Code §31-13-9 (a) and (b). Form located at Secretary of State website: www.sos.state.al.us.

	Document Phase	Document Description	Page 25
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

j. A statement that the offeror's proposal shall remain valid for ninety (90) days after the closing date of the receipt of the proposal.

k. A statement of compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

2. If the proposal deviates from the detailed specifications and requirements of this RFP, then the Transmittal Letter should identify and explain these deviations. The ADVA reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

E. STATEMENT(S) OF FINANCIAL CAPABILITY

This section shall include a current certified financial statement from the offeror for the previous three fiscal or calendar years as prepared by a CPA meeting Generally Accepted Accounting Principles (GAAP). This will not be made available for public disclosure during or after RFP process but only as review by Selection Committee except upon written consent of the submitting party or required by court order.

F. STAFFING PATTERN

This section shall include an organizational chart, classification of employees and numbers of each; minimum qualifications for each classification; number and classification of staff on each shift. Provide for both skilled care units and domiciliary/assisted living. The staffing pattern must address those programs stated in Title 38 U.S. Code of Federal Regulations Part 51: Per Diem for Nursing Home Care of Veterans in State Veterans Homes, Guide for Inspection of State Veterans Homes – Nursing Home Care Standards (VA Form 10-3567b) and Domiciliary Care Standards (VA Form 10-3567c) – M-5, Part VIII Chapter 5, Rules of Alabama State Board of Health, Chapter 420-5-10 Nursing Facilities and Chapter 420-5-4 Assisted Living Facilities and 42 CFR Parts 483 and 488, Centers for Medicare and Medicaid Services, Requirements for Long Term Care Facilities and any subsequent changes or amendments thereto.

G. PROGRAM DESCRIPTION, REPORTS AND MEETINGS

The offeror shall explain the level of programming and responsibilities in the following areas: safety, infection control, nursing services, restorative and rehabilitative services, social services, dietetics, resident activities, medical records administration, pharmaceutical services, utilization review, quality assurance, in-service training, plant, facilities and grounds maintenance.

H. EXPERIENCE

The offeror is to describe with specificity any and all past experience in performance of similar work, including any work performed by the offeror doing business as another entity and/or operating under a different name. List the name(s) of each entity under which the offeror performed similar work and the individual owner(s) of each entity, along with the names of the members of the boards of directors, if applicable. Include references as well.

I. RESPONSE TO MINIMUM REQUIREMENTS

	Document Phase	Document Description	Page 26
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

Offeror shall respond to the minimum requirements set forth in Section II, Scope of Work. A blanket agreement indicating agreement to the minimum requirements is acceptable.

VI. BID LETTER

A. THE BID LETTER SHALL INCLUDE THE FOLLOWING:

1. Price per resident per day as outlined in example of bid letter below:
2. Cost breakdown and general calculations used to determine the price per veteran per day. The cost breakdown should include general categories such as debt service, facility maintenance, operations cost, personnel costs, food costs, laundry costs and other costs by categories.

B. EXAMPLE OF BID LETTER:

(OFFEROR LETTER HEAD - Centered)

Price per resident per day for Skilled Nursing Care:

\$ _____

Price per resident per day for Domiciliary/Assited Living Care:

\$ _____

Signature: _____

Title: _____

Firm Name: _____

Address: _____

VII. APPENDIX

A. VETERANS AFFAIRS PUBLICATIONS

(1) Standards for Nursing Home Care -Title 38 U.S. Code of Federal Regulations, Chapter 1, Part 51: Per Diem for Nursing Home, Domiciliary or Adult Day Health Care of Veterans in State Homes

B. STATE OF ALABAMA PUBLICATIONS

(1) Rules of Alabama State Board of Health, Alabama Department of Public Health (Chapter 420-5-10 Nursing Facilities and Chapter 420-5-4 Assisted Living Facilities), as amended.

	Document Phase	Document Description	Page 27
RLHSVH2021	Draft	RFP for healthcare contract -Project # RLHSVH-2021	Total Pages: 27

(2) State Veterans Homes Title 31, Chapter 5A, Code of Alabama (1975)

C. FEDERAL PUBLICATIONS

(1) Department of Health and Human Services, 42 CFR Parts 483 and 488, Center for Medicare and Medicaid Services Requirements for Long Term Care Facilities.