

**Request for Expression of Interest (“RFEI”)  
Medical Staffing Direct Care Nurses**

**Department of General Services  
555 Walnut Street, 6<sup>th</sup> Floor  
Harrisburg, PA 17101**

**RFEI 2023 – 01**

**Date of Issuance  
January 11, 2023**

**Request for Expression of Interest (“RFEI)  
Direct Care Nurses**

**Calendar of Events**

DGS will make every effort to adhere to the following schedule:

<b>Activity</b>	<b>Responsibility</b>	<b>Date</b>
Deadline to submit questions via email to <a href="mailto:cowalters@pa.gov">cowalters@pa.gov</a> with the subject line "RFEI 2023 - 01 Question"	Potential Respondents	January 19, 2023, 4:00 PM EST
Responses to questions	Issuing Office	Questions will be responded to and posted if deemed necessary to benefit all respondents
Proposal Due Date	Respondents	January 26, 2023; 12:00 PM EST

**Request for Expression of Interest (“RFEI”)  
Direct Care Nurses**

**General Information**

**1. Issuing Office.** The Department of General Services (“DGS”) Bureau of Procurement, (“Issuing Office”) has issued this RFEI on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFEI shall be Corey Walters, [cowalters@pa.gov](mailto:cowalters@pa.gov) the Issuing Officer for this RFEI. Please refer all inquiries to the Issuing Officer.

**2. Type of Contract.** If DGS enters into Emergency Procurement contracts as a result of this RFEI, it will be firm, fixed price contract(s) under Section 516 of the Commonwealth Procurement Code (62 Pa. C.S § 516) (Emergency Procurement) containing the **Appendix C, Contract Terms and Conditions** of this RFEI. This RFEI is comprised of:

- This General Information Document;
- Appendix A - Signed Cover Sheet;
- Appendix B – Statement of Work
- Appendix C - Contract Terms and Conditions;
- Appendix D - Cost Submittal;
- Appendix E - Lobbying Certification;
- Appendix F – Domestic Workforce Utilization Certification; and
- Appendix G – Iran Free Procurement Certification.
- Appendix H – Workers Protection Form
- Appendix I – Trade Secret Form
- Appendix J – Job Descriptions

**3. Rejection of Expression of Interest.** The Department may, in its sole and complete discretion, reject any Expression of Interest (“EI”) received in response to this RFEI.

**4. Exclusion of Current Subcontractors.** Please note that if your company is a current subcontractor under the statewide Contract Number 4400021358, you are not eligible to respond to this RFEI and will be rejected as non-responsive.

**5. Incurring Costs.** The Commonwealth is not liable for any costs a Respondent incurs in preparation and submission of its EI, in participating in the RFEI process or in anticipation of award of the contract.

**6. Questions & Answers.** If a Respondent has any questions regarding this RFEI, the Respondent must submit the questions by email (**with the subject line “RFEI 2023 - 01 Question”**) to the Issuing Officer named in **Section 1** of the RFEI. If the Respondent has questions, they must be submitted via email **no later than** the date indicated on the **Calendar of Events**. The Respondent must not contact the Issuing Officer by any other means. The Issuing Officer will responded to questions as noted in the **Calendar of Events**.

**7. Addenda to the RFEI.** If the Department deems it necessary to revise this RFEI before the response date, the Issuing Officer will post an addendum within this website. Respondents must monitor this site for new information or addenda to the RFEI. If necessary, answers to the questions asked during the Questions & Answers period will be posted within this site as an addendum to the RFEI. The Department will not be bound by verbal information nor will it be bound by a written information that is not either contained within the RFEI or formally issued as an addendum by DGS.

**8. Response Date.** To be considered a timely submission and eligible for selection the electronic submission must be submitted on or before the date and time specified in the **Calendar of Events**. DGS will **not** accept hard copy EIs.

## **9. EI Requirements.**

**A. EI Submission:** To be considered, Respondents must submit a complete response to this RFEI, to the Issuing Office via email, using the format provided. The Respondent must submit a completed version of the following documents:

- a. Appendix A – Cover Sheet** (Signed by an official authorized to bind the Respondent)
- b. Response to Appendix B – Statement of Work**
- c. Appendix D – Cost Submittal**
- d. Appendix E - Lobbying Certification**
- e. Appendix F - Domestic Workforce Utilization Certification**

**Domestic Workforce Utilization:** To the extent permitted by the laws and treaties of the United States, each EI will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Respondents who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the DWU Formula: [https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFEI\\_SCORING\\_FORMULA.aspx](https://www.dgs.pa.gov/Materials-Services-Procurement/Procurement-Resources/Pages/RFEI_SCORING_FORMULA.aspx)

### **f. Appendix G - Iran Free Procurement Certification and Disclosure**

**Iran Free Procurement Certification and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, a Respondent must: a) certify that it is not on the current DGS list of persons engaged in investment activities in Iran and is eligible to contract with the Commonwealth under Sections 3501 – 3506 of the Procurement Code; or b) demonstrate that it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e). All Respondents must complete and return the Iran Free Procurement Certification Form, located within the solicitation

posting on emarketplace.. The completed and signed Iran Free Procurement Certification form must be submitted as part of the Technical Submittal.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/Documents/Procurement%20Forms/ProposedIranFreeProcurementList.pdf>

- g. Appendix H - Workers Protection Form**
- h. Appendix I - Trade Secret Form**

For this RFEI, the EI must remain valid for 120 calendar days or until a contract is fully executed. If the Department selects the Respondent's EI for award, the contents of the selected Respondent's EI will become, except to the extent the contents are changed through Best and Final Offers ("BAFO") or negotiations, contractual obligations.

- B.** Each Respondent submitting a EI specifically waives any right to withdraw or modify it, except that the Respondent may withdraw its EI by written notice received at the Issuing Office's address for EI delivery prior to the exact hour and date specified for EI receipt. A Respondent or its authorized representative may withdraw its EI in person prior to the exact hour and date set for EI receipt, provided the person provides appropriate identification. A Respondent may modify its submitted EI prior to the exact hour and date set for EI receipt only by submitting a clearly identified revised sealed EI or sealed modification marked as "Revised EI" that complies with the RFEI requirements.
- C.** DGS may request additional information that, in the Department's opinion, is necessary to determine that the Respondent's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFEI.

**11. Discussions for Clarification.** The Department may request Respondents make oral or written clarification of their EI to ensure thorough mutual understanding and Respondent responsiveness. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

## **12. EI Contents.**

- A. Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Respondents' submissions to evaluate EIs submitted in response to this RFEI. Except as provided, Respondents should not label EIs as confidential or proprietary or trade secret protected. A Respondent who determines that it must divulge such information must submit the signed written statement described in Subsection C and must additionally provide a redacted version of its EI, which removes only the confidential proprietary information and trade secrets.

- B. Commonwealth Use. All material submitted with the EI will be the property of the Commonwealth and may be returned only at the Department’s option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any EI regardless of whether the EI becomes part of a contract. Notwithstanding any Respondent copyright designations contained on EIs, the Commonwealth will have the right to make copies and distribute EIs internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
  
- C. Public Disclosure. After the award of a contract, all EI submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a EI submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Section 9, A.h.** for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement and to **Section 12, C** for the requirements of a redacted EI, if applicable. If financial capability information is submitted in response to the Technical Submittal of this RFEI, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

### 13. Best and Final Offers (“BAFO”).

- A. While not required, DGS may conduct discussions with Respondents for the purpose of obtaining BAFOs. To obtain BAFOs from Respondents, DGS may do one or more of the following, in any combination and order:
  - 1. Schedule oral presentations;
  - 2. Request revised EIs; and
  - 3. Enter into pre-selection negotiations.
  
- B. The following Respondents will **not** be invited to submit a BAFO:
  - 1. Those Respondents that the Department has determined are not responsible or whose EIs the Department has determined to be not responsive.
  - 2. Those Respondents that the Department has determined from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications for the good faith performance of the contract.

The Department may further limit participation in the BAFO process to those remaining responsible Respondents that the Department has, within their sole discretion, determined to be within the top competitive range of responsive EIs.

**14. Restriction of Contact.** From the issue date of this RFEI until the Department selects a EI for award, the Issuing Officer is the sole point of contact concerning this RFEI. Any violation of this condition may be cause for the rejection of the offending Respondent's EI. If it is later discovered that the Respondent has engaged in any violations of this condition, DGS may reject the offending Respondent's EI or rescind its contract award. Respondents must agree not to distribute any part of their EIs beyond the Issuing Office. A Respondent who shares information contained in its EI with other Commonwealth personnel or competing Respondent personnel may be disqualified.

**15. Department's Participation.** Respondents must provide all services, supplies, facilities, and other support necessary to complete the identified work, except as otherwise provided in the **Technical Submittal**.

**16. Term of Contract.** The emergency contracts will commence on the Effective Date listed on the contracts once fully executed. The termination date of the emergency contracts will correspond with the statewide contract and will terminate on the date listed on the statewide contract. If the statewide contract is renewed or extended, the emergency contracts will be renewed or extended for a termination date consistent with the termination date of the statewide contract.

**17. Respondent's Representations and Authorizations.** By submitting its EI, each Respondent understands, represents, and acknowledges that:

- A. All the Respondent's information and representations in the EI are material and important, and the Department will rely upon the contents of the EI in awarding the contract. The Commonwealth may treat any misstatement, omission or misrepresentation as fraudulent concealment of the facts relating to the EI submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Respondent has arrived at the price(s) and amounts in its EI independently and without consultation, communication, or agreement with any other Respondent or potential Respondent.
- C. The Respondent has not disclosed the price(s), the amount of the EI, nor the approximate price(s) or amount(s) of its EI to any other firm or person who is a Respondent or potential Respondent for this RFEI, and the Respondent shall not disclose any of these items on or before the EI submission deadline specified in the **Calendar of Events** in the Buyer Attachments to this RFEI.
- D. The Respondent has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a EI on the contract, or to submit a EI higher than its EI, or to submit any intentionally high or noncompetitive EI or other form of complementary EI.
- E. The Respondent makes its EI in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive EI.
- F. To the best knowledge of the person signing the EI for the Respondent, the Respondent, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last **four** years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving contractor integrity, conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Respondent has disclosed in its EI.

- G. To the best of the knowledge of the person signing the EI for the Respondent and except as the Respondent has otherwise disclosed in its EI, the Respondent has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Respondent that is owed to the Commonwealth.
- H. The Respondent is not currently under suspension, debarment, or precluded from participation in any federally funded health care program by any other state or the federal government, and if the Respondent cannot so certify, then it shall submit along with its EI a written explanation of why it cannot make such certification.
- I. The Respondent has not made, under separate contract or purchase order with , DGS or any other Commonwealth agency any recommendations concerning the need for the services described in its EI or the specifications for the services described in the EI.
- J. Each Respondent, by submitting its EI, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Respondent's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Respondent receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Respondent shall not begin to perform.
- L. The Respondent is not currently engaged and will not during the duration of the contract engage, in a boycott of a person or an entity based in or doing business with a jurisdiction that the Commonwealth is not prohibited by Congressional statute from engaging in trade or commerce.

**18. Notification of Selection for Contract Negotiations.** DGS will notify all Respondents in writing of the Respondent selected for contract negotiations after the Department has determined, taking into consideration all the evaluation factors, the EI that is the most advantageous to the Commonwealth.

**19. Mandatory Responsiveness Requirements.** To be eligible for selection, an application must:

- A. Be timely received from an Applicant (see Section 8); and
- B. Be properly signed by the Applicant (see Section 9).

**20. Evaluation.** The Department has selected a committee of qualified personnel to review and evaluate timely submitted technical submittals. The evaluation will take into consideration both the technical and cost aspects of each EI submittal. A summary of the evaluation will be made part of the Emergency Purchase request that may result from the EI submittals.

The Issuing Officer will notify in writing of the Department's selection for negotiation the responsible Respondent whose EI is determined to be the most advantageous to the Commonwealth as determined by the Department after taking into consideration all the evaluation factors.



**APPENDIX B**  
**STATEMENT OF WORK**

**BACKGROUND:** The Department of General Services, Bureau of Procurement is interested in receiving expressions of interest from suppliers with expertise in providing the following direct care positions:

- License Practical Nurse (LPN)
- Registered Nurse (RN)
- Certified Nursing Assistant (CNA)
- Correctional License Practical Nurse (CLPN)
- Correctional Registered Nurse (CRN)

The health care resources will be used to fill short-term and long term vacancies for direct care nurses at Commonwealth facilities, hospitals and centers or locations throughout the Commonwealth.

When a position needs filled and prior to the utilization of these Emergency Procurement Contract(s), agencies must first attempt to fill the open position with Commonwealth employees through the Civil Service or Non-Civil Service recruitment process. If a position cannot be filled through either of the above processes, agencies must then obtain labor relations approval and abide by all provisions of the local collective bargaining unit union/labor relations/human resources rules pertaining to hiring supplemental employment. After receiving Labor Relations approval, the requesting agency must attempt to utilize the statewide contract, Contract Number [4400021358](#), for the requested resources and follow the process outlined in the Contract for both long-term and short-term positions. The Commonwealth will make all efforts to fill positions with Commonwealth employees before presenting the need to the selected Respondent(s).

Please note that if your company is a current subcontractor under the statewide contract Number 4400021358, you are not eligible to respond to this RFEI.

**I. SCOPE OF SERVICES:**

The Commonwealth has a need to procure additional healthcare staff augmentation services and may award a Emergency Procurement Contract to all responsive and responsible Respondents. Specific positions needed are referenced on **Appendix J - Job Descriptions**.

Award of contract does not guarantee work. Work cannot begin until a purchase order is received from a using agency.

**II. QUALIFICATIONS:**

- A. Respondent shall have experience, within the last five (5) years of proposed submission, in administering and managing a contract that provides direct care LPNs, RN's, CNAs, Correctional RNs and Correctonal LPNs.

- B. Experience must include administering and managing staff augmentation services and/or temporary healthcare augmentation services for the five (5) direct care positions outlined in this RFEI. Respondent must submit a summary of at least three (3) healthcare staff augmentation contracts where the bidder was the prime contractor. The project references must indicate the number of healthcare resources engaged concurrently for each staff augmentation contract. For each reference, Respondent must submit the name of the contracting parties, a summary of the contract and description of the services provided, the annual and total dollar amount of the contract and the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

Direct care resources provided must be be current employees of the Respondent.

- C. Licensing/Credentials. The selected Respondent must:

1. Guarantee that all healthcare resources who require a professional licenses, have an active license in the Commonwealth of Pennsylvania, be in good standing within their profession and regulatory agencies and maintain their licensure status in accordance with Commonwealth licensing requirements as required by the Department of State ([http://www.dos.state.pa.us/portal/server.pt/community/healthrelated\\_boards/13773](http://www.dos.state.pa.us/portal/server.pt/community/healthrelated_boards/13773)).

2. Maintain and update a credentialing file for each licensed resource deployed to an agency location and provide it to the Commonwealth, upon request. The credential file must include, but not be limited to (as applicable to the position):

- a. A current/valid/active unrestricted Pennsylvania license;
- b. Current/valid certifications for non-licensed professionals;
- c. Verification of current professional CPR certificate;
- d. Listing of Continuing Education courses, including title of course, date attended, and number of continuing education hours earned for the prior year;
- e. Drug Enforcement Agency (DEA) registration number;
- f. Verification of Board Certification;
- g. Valid Medicare/Pennsylvania Medical Assistance Provider numbers;
- h. Verification that the federal database of excluded individuals has been checked (includes date of checked);
- i. Evidence of malpractice or applicable insurance;
- j. Criminal and/or Federal Background check. Background checks must be completed once a resource has accepted a position at an agency, but prior to deployment of a resource to an agency; and
- k. Other information as deemed necessary by the end user agency and specified in the position description. The selected Respondent must require Licensed Practitioners to complete any agency specific credentialing process

D. Project Manager:

Respondent must have a Project Manager available throughout the term of the contract. The Project Manager must function as the Respondent's authorized point of contact with the Commonwealth and must be available to respond promptly and fully to all requirements of the contract. The Project Manager's responsibilities include, but are not limited to: providing administrative, supervisory, and technical direction to project personnel; monitoring work performance for accuracy, timeliness, efficiency and adherence to the contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures. The Project Manager must be an employee of the awarded Respondent and must be authorized to make binding decisions on behalf of the awarded Respondent.

The Project Manager must have a minimum of five (5) years of experience with increased levels of responsibility. The Project Manager must have experience managing projects of similar size. Additionally, the Project Manager must demonstrate effective oral and written communication skills. A temporary Project Manager must be designated and available in the absence of the Project Manager and must have at least the same qualifications that the named Project Manager possesses.

E. The Respondent must have a method of scheduling and tracking agency requests. The current contract utilizes Vector, however, the Commonwealth will consider alternate methods under this RFEI.

F. Payment of Staff:

If awarded a contract as a result of this RFEI, payment to resources shall be made in a timely manner to avoid potential excessive resource turnover at Commonwealth agencies.

**III. ORDER PROCESS:**

A. When a position needs filled and prior to using any contracts as a result of this procurement, agencies must first attempt to fill the open position with Commonwealth employees through the Civil Service or Non-Civil Service recruitment process.

B. If a position cannot be filled through the above Section III. A, the agency must obtain Labor Relations approval and attempt to use the Statewide Contract 4400021358 first for the required positions. Per the contract, the following time frame is allotted to the current supplier to identify resources once the request has been received:

1. Long Term Assignment – fifteen business days once received from the agency
2. Short Term Assignment – five (5) business days once received from the agency

C. Should the contracted supplier not be able to fill the positions in the specified timeframe, agencies can utilize the contracts as a result of this procurement.

#### **IV. TURNOVER:**

If awarded a contract, the Respondent must be able to make an orderly transition to a successor Contractor upon termination of the Contract. Any data files inherent to the continuation of services must be returned to the Commonwealth or successor Contractor in their entirety upon completion of the Contract. These data files must be in such format as to be accessible and usable by the Commonwealth or successor Contractor. The selected Offeror must pay all costs related to the transfer of data to the Commonwealth and/or its successor contractors as a normal part of doing business.