



**State of Alabama
Department of Mental Health
Central Purchasing
Solicitation**

Solicitation RFB 061 23000000607	Document Phase Final	Document Description NURSING ASSISTANT SERVICES
Procurement Folder 1751204	Creation Date 09/06/23	Print Date 09/06/23

Request for Bids

CONTACTS

Contact	Name	E-mail	Phone
Requestor:	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128
Issuer:	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128
Buyer:	Annette Waites	Annette.Waites@mh.alabama.gov	334-353-7128

Bids will be accepted from: 09/06/23
to: 09/21/23 10:00 AM
Bids will be opened: 9/21/23 11:00 AM

TO BE COMPLETED BY VENDOR

Information in this section should be provided as appropriate. Bid Response must be in ink or typed with original signature and notarization.

1. Delivery: Can be made _____ days or _____ weeks after receipt of order.
2. Terms: _____ (Discounts are taken without regard to date of payment.)
3. Prices valid for acceptance within _____ days.
4. Vendor's quotation reference number, if any: _____ (this number will appear on the purchase order.)
5. E-mail address: _____ Internet Website: _____
6. General Contractor's License No: _____ Type of G.C. License: _____

Return invitation to bid:

_____ Regular Mail
State of Alabama
Alabama Mental Health
Purchasing Office
P.O. Box 301410
Montgomery, AL 36130-1410

_____ Courier
State of Alabama
Alabama Mental Health
Purchasing Office
100 N. Union St. Suite 570
Montgomery, AL 36104

Signature and Notarization Required

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

Sworn to and

_____ VSS Vendor Number

_____ Authorized Signature (Ink)

Subscribed before me this

_____ Company Name

_____ Type/Print Authorized Name

_____ Day of _____

_____ Mail Address

_____ Title

_____ Notary Public

_____ City, State, Zip

_____ Toll Free Number

Term Expiration: _____

_____ Phone Including Area Code

_____ Fax Number

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 1 **Line Type:** Item
Commodity Code: 94864 **Quantity:** 1.00000
Commodity Description: Nursing Services **Unit:** Hour
Extended Amount: **Unit Price:**
Preferred Vendor: _____
Extended Description: _____

NURSING ASSISTANT SERVICES FOR BRYCE HOSPITAL

Nursing Services

SHIPPING AND BILLING**Shipping**

ADMH- Central Office
 100 N Union
 RSA Union Building
 Montgomery, AL 36130

Delivery Date: _____

Billing

ADMH- Central Office
 100 N Union
 Montgomery, AL 36130

Delivery Type: _____

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 2 **Line Type:** Item
Commodity Code: 94864 **Quantity:** 1.00000
Commodity Description: Nursing Services **Unit:** Hour
Extended Amount: **Unit Price:**
Preferred Vendor: _____
Extended Description: _____

NURSING ASSISTANT SERVICES FOR TAYLOR HARDIN

Nursing Services

SHIPPING AND BILLING**Shipping**

ADMH- Central Office
 100 N Union
 RSA Union Building
 Montgomery, AL 36130

Delivery Date: _____

Billing

ADMH- Central Office
 100 N Union
 Montgomery, AL 36130

Delivery Type: _____

COMMODITY INFORMATION

Group: 1 Default Commodity Group **Line:** 3 **Line Type:** Item
Commodity Code: 94864 **Quantity:** 1.00000
Commodity Description: Nursing Services **Unit:** Hour
Extended Amount: **Unit Price:**
Preferred Vendor: _____

Extended Description:

NURSING ASSISTANT SERVICES FOR HARPER

Nursing Services

SHIPPING AND BILLING

Shipping

ADMH- Central Office
100 N Union
RSA Union Building
Montgomery, AL 36130

Delivery Date:

Billing

ADMH- Central Office
100 N Union
Montgomery, AL 36130

Delivery Type:

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AUTHORITY:

The Department of Mental Health, an agency of the State of Alabama, makes purchases under the authority granted in Acts 1965, No. 881, Acts 1984, No. 84-242, and in accordance with the State of Alabama Bid Laws, specifically Code of Alabama 1975, Section 41-16-20.

AWARD:

The Department of Mental Health reserves the right to: (1) award bids on an “all or none” basis; (2) award bids on an “item by item” basis, unless otherwise specified by bidder; (3) waive any informality in bids; (4) reject any and all bids.

BID RESPONSE INSTRUCTIONS:

In order to submit a responsible bid, bidder must read and follow all instructions, terms, conditions and specifications.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Department of Mental Health does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Department of Mental Health Office of Contracts and Purchasing prior to the “close date and time” indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no bid). Pages should be secured. The Department of Mental Health does not assume responsibility for missing pages. Faxed/ emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Department of Mental Health requires an original and a minimum of two exact copy signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

BID REJECTION:

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of bid.

Bids that are improperly submitted or received late will be documented for record will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid response with multiple bid numbers in same envelope not properly identified
- Bid responses received late

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- Bid response not signed/not original signature
- Bid response not notarized/not original signature of notary/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and two copies
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any 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.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within five (5) calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

CERTIFICATION PURSUANT TO ACT No. 2006-557:

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting and remitting Alabama state and local sales, use and/or lease tax on all taxable sales and leases in Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

MINORITY VENDOR INFORMATION:

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the Office of Minority Business Enterprises at www.adeqa.alabama.gov.

STANDARD TERMS AND CONDITIONS

VENDOR REGISTRATION AND SUBSCRIPTION FEE:

Vendor may receive bid notices by registering at the State of Alabama vendor self-serve (VSS) portal, Hyperlink: “<https://procurement.staars.alabama.gov>”. Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the “pay subscription fee” tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned number on all bid responses. A vendor’s subscription must be maintained throughout the term of an awarded contract to include renewal periods.

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INTENT TO AWARD:

The State of Alabama Department of Mental Health will issue an “Intent to Award” before the final award is made. The “Intent to Award” will continue for a period of five (5) calendar days, after which the award will be final provided there are no protest. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-44(14).

ALTERNATE BID RESPONSES:

Unless stated elsewhere in this Invitation-to-Bid (ITB) the Dept. of Mental Health accept and evaluate alternate bid submittals provided the response meets all bid requirements. Alternates will be considered. When alternate brands and/or product numbers are bid, adequate specifications for evaluation must be submitted with the bid. Final determination as to equal quality of alternate will always be made by the receiving authority.

INTERNET WEBLINKS:

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this ITB.

SALES TAX EXEMPTION:

Pursuant of the Code of Alabama, 1975, Title 40-23-4(A), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

FOREIGN ENTITIES – CERTIFICATE OF AUTHORITY:

Alabama Law provides that a foreign entity (out of state company/firm) as identified in Section 10A-1-7.01 Code of Alabama 1975, not otherwise exempted by Section 10A-17.02 Code of Alabama Section 1975, may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporate Division, (334) 242-52324. The Certificate of Authority does not prevent the vendor from submitting a bid.

BOYCOTT:

“Pursuant to 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 jurisdiction with which this state can enjoy open trade.”

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE:

In accordance with the Uniform Commercial Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

FREIGHT:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item. The vendor must assume all responsibility for damage in transit.

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INVOICES:

Vendor understands and agrees that it has an affirmative duty to submit invoices accurately and on time. For purposes of this contract, this means that vendor shall submit all invoices by the fifth (5th) day of each month (or the next business day if the fifth falls on a weekend or State holiday) following the rendering of services or product that is required by this contract.

ALABAMA PREFERRED VENDOR:

A 'Preferred Vendor' shall be a person, firm, or corporation that is granted priority by meeting all of the following criteria as established by Section 41-16-20, Code of Alabama, 1975

Priority 1. Produces or manufactures the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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**DEPARTMENT OF MENTAL HEALTH
NURSING ASSISTANT**

The purpose of this bid is to solicit pricing to establish a contract or contracts to provide temporary personnel services to the Department of Mental Health (Department) facilities listed herein. The contract or contracts shall be for twenty-four (24) months with an option to extend for a third, fourth or fifth twelve (12) month period with the same pricing, terms and conditions if agreed upon by both parties.

In the event the Federal government increases the minimum wage during the contract period, the contracted hourly rate shall increase by the same amount and on the same date. With the exception of Federal minimum wage increases, all prices quoted shall be firm for contract period.

The Department agrees to pay the contractor in accordance with the hourly rate bid. Temporary personnel are to be available seven (7) days per week, twenty-four (24) hours per day, including weekends and holidays. Hourly rates must take into consideration weekend, night shifts and holiday coverage. Hourly rate must include all administrative costs, advertising costs, insurance costs, etc. Contractor's personnel may be held-over due to "no show" of other contractor personnel. No overtime costs shall be accepted or paid to the contractor for the coverage of "no show" personnel. The contractor shall provide replacements for all temporary personnel that fail to show up for assigned duty. Replacements must be provided within two (2) hours of original duty assignment. Staffing is the sole responsibility of the contractor. Temporary personnel are to be provided on an hourly basis. The minimum number of hours requested shall be four (4).

The contractor shall provide temporary personnel services as needed and requested by the Department's facilities to supplement the permanent work force. Temporary personnel shall be required to care for clients in a hospital or infirmary setting, in designated observation areas, or within other areas of the facility for periods of time to be determined by the facility. By the nature of this work, the contractor must have temporary personnel available to work within two (2) hours of request. Contractor must have available an adequate number of personnel, including administrative for each area of the State bid. Contractor must at all times maintain and make available to the facility a roster by staff of individuals who are available for duty. Failure to maintain an adequate and up to date list of qualified temporary employees, to provide appropriate and timely administrative assistance, or to provide personnel in the timeframe specified shall cause cancellation of contract and disqualification from future contract consideration.

When less than two (2) house notice is given by the facility, the facility agrees to pay the rate of one and one half (1-1/2) times the contracted hourly rate.

Contactor shall provide an administrative contact person(s) for scheduling of personnel on a twenty-four (24) hour, seven (7) days per week basis including weekends & holidays. Administrative contact must respond to telephone calls within one (1) hour of receipt of call.

Temporary personnel may be required to care for two or more clients. In such cases, an evaluation of each individual situation shall be completed by facility prior to assignment.

Temporary personnel may be required to satisfactorily complete special needs orientation provided by the facility. If required, the facility agrees to pay for the orientation that is specific to the services provided to the person with challenges and/or illness & procedural requirements for the specific facility.

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It is understood that the Department, at its discretion, may deny acceptance of or terminate the service of any temporary employee whose service is unacceptable or for other reasons, may be unsuitable for employment. A temporary employee deemed unsuitable or unacceptable by a facility shall also be considered unsuitable or unacceptable for all other facilities.

Contractor shall guarantee that all services provided by temporary employees shall be performed by competent, and efficient employees in an accepted, professional manner and that each employee is fully qualified to serve in the capacity specified by the facility. No personnel shall be provided until character and reputation as to honesty, sobriety, truthfulness and reliability have been carefully investigated by the contractor. Contractor shall provide biographical and professional information about the temporary personnel to include full name and verification of training, including CPR certification. The contractor agrees to use all reasonable and practical means not to employ and individual who has been convicted of any felony or misdemeanor other than a violation of motor vehicle or traffic law.

Contractor shall ensure that services to facilities meet or exceed the standards for services for developmentally disabled individuals as established by the Federal Title XIX of the Social Security Act Guidelines and Standards for ICFS/MR. Contractor shall ensure that all services provided are in accordance with the related standards as set forth by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and Medicare (Title XIX).

Upon the request of the facility, temporary personnel may be required to wear uniforms and picture identification.

Upon the request of the facility, temporary personnel may be required to document services provided by use of facility time clock system.

Contractor shall evaluate the job performance of all temporary personnel at least semi-annually. At intervals, the contractor shall contact the facility to determine the manner in which personnel are discharging their duties. Job performance evaluations shall be open to inspection and reproduction by the facility.

Contractor shall be responsible for background checks on all temporary personnel that may have contact with facility consumers. Background checks shall include local, ABI (Alabama), & FBI (Federal) data. The results of background checks shall be provided to the facility.

Contractor shall be in compliance with department policy for a drug free workplace. Contractor shall require a drug screen for all temporary personnel prior to employment. A copy of results of drug screen shall be provided to the facility for each temporary employee.

All department facilities are smoke-free.

Contractor shall provide for basic employee health measures and shall ensure that employees receive tuberculosis screening prior to assignment and routine screenings thereafter. A copy of the results of the screenings shall be provided to the facility. The cost for basic employee health measures, including TB screenings, shall be the sole responsibility of the contractor. Should a facility require that temporary personnel receive Hepatitis B screenings or Immunizations, that facility shall reimburse the contractor for the cost.

Temporary employees shall sign a non-disclosure agreement to protect the confidentiality of

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information to which they may be exposed. Failure to abide by non-disclosure statement shall be deemed grounds to terminate the service of any temporary employee.

Contractor shall be required to provide proof of employment tests, job performance evaluations, reference checks, and background checks for all temporary employees. Failure to provide required information as required or requested shall be cause for cancellation of contract.

Training:

Contractor shall provide temporary personnel that are trained in CPR and first aid. Training is to be provided by a state-certified instructor. Proof of training shall be provided to the facility.

Contractor shall provide temporary personnel who have the following training:

Certified Nursing Assistant – Provide proof of successful completion of Certified Nursing Assistant (C.N.A) Training. The facility shall notify the contractor when CNA Training is required.

Nurse Assistant – Provide proof of successful completion of a nurse assistant course that includes the following subject/ skills: (A) Management of Aggressive Clients (B) Mistreatment, Abuse, Neglect, (C) Client Rights (D) Confidentiality, (E) Infection Control (F) Sexual Harassment, (G) Fire, Weather, Traffic Safety (H) Forms (I) Seizures, (J) Active Treatment and Data Forms (K) Physical Management, (L) Client Illness/Injury, (M) Communication with Clients, (N) Age Specific Training.

CPR Certification – To be updated prior to expiration.

Facility (S) Shall Provide the Following:

Facility shall provide supervision of the temporary personnel to include monitoring of client care and reporting substandard care to contractor for corrective action. Contractor shall maintain a file showing all facility reports and the corrective action taken.

Facility shall provide orientation briefings to ensure that the temporary personnel are briefed on duties and responsibilities.

Facility shall provide temporary personnel with names and telephone numbers of individuals to contact regarding questions emergency assistance, etc.

Facility shall instruct/ demonstrate to the temporary personnel the proper use of all special equipment.

Facility shall provide temporary personnel with pertinent information regarding the client including any special instructions.

Upon completion of the contract. The department shall have no further obligation, responsibilities and/or liabilities with respect to the temporary personnel. Such temporary employment will in no way confer any of the rights, duties or obligations of full-time employment with the State of Alabama Merit System.

The department reserves the right to add additional job titles and facilities should the need arise during the term of the contract.

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Any contract or order resulting from this bid may be cancelled by either party by giving sixty (60) days written notice.

Contractor shall not subcontract any portion of the contract without prior written approval of the department.

Contractor agrees to furnish and maintain liability insurance in the amount of \$1,000,000 per occurrence/aggregate \$3,000,000. In addition, the contractor shall provide worker's compensation and bonding insurance for its employees. Proof of insurance and bonding shall be provided with the bid. In addition, proof of insurance and bonding shall be provided to facility (s) before work begins under the contract.

Services shall be provided without regard to race, national origin, color, ages, sex, or disability. And that all services are provided in compliance with titles VI and VII of the Civil Rights Act. Services provided shall be performed in compliance with the regulations of the conditions of participation within the ICF/MR program of titles XVII and XIX of the Social Security Act as amended.

It is understood that all books, records, accounts, and documents of the contractor shall be open to inspection by representatives of the State of Alabama, department of examiners of public accounts.

It is expressly understood that contractor, as an independent consultant, is responsible for providing the necessary time to render the above services in a professional manner and for all related taxes to include, but not be limited to, FICA, federal and state income taxes and worker's compensation. The department shall not be responsible for any taxes or related items under this contract.

Payment:

Payment for services rendered shall be made by each facility based on the contractor's submission of correct invoice. Incorrect invoices shall be returned to the contractor. Invoices shall be submitted monthly and shall reflect the period of service (1/4 hour is the least acceptable time frame), name of temporary employee, job title and the contracted hourly rate.

Bid requirements:

Bidder shall be aware of employment conditions for each facility.

Bidder must be able to demonstrate the ability to perform according to the terms of this bid. Bidder should have experience in providing this type of service. The department may require information of the apparent successful bidders to determine their ability to perform and the department reserves the right to visit the bidder's office to verify such ability.

Bidder must provide a sample job evaluation form with the bid. Failure to provide the evaluation form will cause rejection of the bid.

Bidder must include with bid a minimum of five (5) customer references each reference is to include customer name, address, telephone number and contact person. The department may contact any or all references. Failure to comply with this stipulation will result in rejection of the

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bid.

E- Verify

Contractor understands that contractor shall provide complete copy of the E-Verify memorandum of understanding (MOU) which is generated when the business entity or employer enrolls in that program, bearing The number assigned to that MOU by Homeland Security; establishing that the business entity has registered to participate and will actively participate in E-Verify for the duration of this contract and shall verify every employee who is required to be verified according to the applicable federal rules and regulations.

Certificates for liability and bond insurance must be submitted with the bid, or the bid will be rejected. The department does not know the usage that will be required for any facility and does not guarantee any amount. Based on previous usages, the department will award a primary vendor and a backup vendor for each facility located in Tuscaloosa. Facilities are to use the backup vendor only when the primary vendor is unable to furnish the number of nursing assistants needed.

This bid must be signed and notarized.

Award:

Award shall be made to the lowest responsible bidder meeting all specifications. Award may be made by facility as determined by department to be in the best interest of the department. The department reserves the right to reject any or all bids. There will be two or more awards.

Performance:

By submitting bid, vendors guarantee to the department that they understand and agree to the terms and conditions of the bid; Guarantee a continuing supply and consistent quality of the services offered; And that they will not default from performance by virtue of a mistake or misunderstanding.

Successful bidder shall comply with the requirements of the bid. If a contractor fails to perform, the department reserves the right to take remedial action including cancellation of the contract for cause (default). Cause is defined as failure to meet requirements of the Bid terms and conditions, or correct deficiencies upon receipt of notice. Failure to maintain satisfactory performance after notice will be sufficient cause for immediate cancellation of the contract. In the event of default, the department may make an award to the next highest bidder or re-bid at its discretion.

If a contractor cannot fill a request for service, a penalty shall be assessed of four dollars (\$4.00) per hour for every hour of service requested by the facility and unfilled by the contractor. If a Contractor cannot fill a request for service on three (3) or more occasions, that contractor will be considered in default and so notified in writing. The contractor will be given ten (10) business days from the date that the complaint was issued to comply with all current and future staffing requests. Inability to find someone to work at the rates or time frames guaranteed in the bid is not an acceptable justification. Failure to comply after two (2) such notices will be sufficient cause for immediate cancellation of the contract and disqualification from future contract consideration.

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Should a contractor provide poor quality service, that contractor will be considered in default and so notified in writing. The contractor shall be given ten (10) business days from the date of complaint to reply with a written response and corrective action. Failure to maintain satisfactory performance after two (2) such notices will be sufficient cause for immediate cancellation of the contract and disqualification from future contract consideration.

Any questions regarding this solicitation should be posted in STARRS