Agency: Muhlenberg Job Corps Center 3875 State Route 181 N. Greenville, KY 42345



This is a Subcontracting Opportunity

I. <u>SOLICITATION</u>

This Request for Quote is provided for **HIPAA Certification** services located on the center as set forth below in the SOW for the Muhlenberg Job Corps Center operated by Insights Training Group, LLC under Contract number 1605JE22C0007 with the United States Department of Labor. The extent of the work is described below.

The general conditions of the contract for this project shall be consistent with the Federal Acquisition Regulation (FAR) except as modified or amended herein. A copy of the FAR can be obtained on-line at http://farsite.hill.af.mil/vmfara.htm.

If it becomes necessary to make changes in quantity, specifications, delivery schedules, etc., or to correct a defective or ambiguous invitation, such changes shall be accomplished by amendment of the solicitation. Amendments shall be sent to everyone to whom invitations have been furnished.

To be considered for award, a Quote must comply in all material respects with the Request for Quotes (RFQ). Such compliance enables bidders to stand on an equal footing. Bidders who do not provide the requested responses will be consider non-responsive.

Quotes should be filled out, executed, and submitted in accordance with the instructions in the RFQ. If a bidder uses its own bid form(s) or a letter to submit a Quote, the Quote will be considered only if --

(1) The bidder accepts all the terms and conditions of the request to quote. The full listing of the Terms and Conditions can be found on the Insights website at <u>www.Insightsllc.net</u>.

(2) Award on the quote would result in a binding contract with terms and conditions that do not vary from the terms and conditions of the invitation.

Quotes submitted by e-mail shall be considered, provided they are timely. Electronic Quotes must reference the

solicitation and be sent to MuhlenbergPurchasing@jobcorps.org.

1. REPRESENTATION

A. Specific Requirements

- 1. The parties mutually agree that this agreement shall be in effect $\frac{2}{1}/2024$ through $\frac{1}{31}/2025$.
- 2. The contractor shall research, and be responsible for obtaining, all regulatory, permitting, and licensing requirements.
- 3. All conflicts and requests for interpretation or clarification shall be submitted to the Muhlenberg Job Corps Center Director.

B. Specific Requirements

The prospective offerors must take such steps as may be necessary to ascertain the nature and scope of the work.

- 1. Quotes must be submitted by Monday, January 15th, 2023 at 5:00pm CST.
- 2. Once awarded, Contractor must be able to start work after 2/1/24 as scheduled by the Department Manager your services coordinate with.

II. <u>INSTRUCTIONS – QUOTE SUBMISSION REQUIREMENTS</u>

All offerors must address the items listed below in their submission in order to be determined technically acceptable. Failure to address these requirements will result in the offeror being deemed unresponsive.

- 1. Offers must provide evidence of licenses, certification, and be registered in the State of Kentucky to perform the scope of work [as applicable].
- 2. Offerors must not be excluded from competing on government contracts. Verification will be completed through the SAM portal.
- 3. Offerors shall submit a fixed price quote based upon the SOW and Extent of Work outlined in the Schedule. Labor and materials cost must be detailed in the response when applicable.
- 4. A minimum 60-day bid guarantee is required.
- 5. Goods and services are sales/use tax-exempt.
- 6. Subcontractor must accept purchase orders with net terms.
- 7. Subcontractor must provide a completed New Vendor Profile (Sample in Attachments) & W-9

III. SCOPE OF WORK (SOW):

Muhlenberg Job Corps is a DOL funded government facility that trains students in multiple career pathways for skilled labor employment. We have five dormitories on site, and have the capacity to house 343 students on our campus.

MJCC requires students in our medical trades to acquire HIPAA certification.

HIPAA Training is the function of becoming educated on The Health Insurance Portability And Accountability Act of 1996. A training program includes the HIPAA law which mandates the implementation of privacy and security protections for all individually identifiable health information.

HIPAA Exams offers a complete training course and certification that allows your organization to stay in compliance with HIPAA mandated guidelines including HIPAA Privacy Rule, HIPAA Security Rule, HIPAA HITECH and HIPAA Omnibus rule which is required to comply with federal regulations.

Vendor is to quote the following:

HIPAA Certification (per test price, est. of 100-150 tests per year) Retest cost per repeat attempt.

Price must be locked in for the contract year's period of performance stated above.

Vendor must provide a POC in sales and accounts payable to coordinate any issues or handle any other service related charges.

IV. INSURANCE

Prior to starting any work or service physically on center, the contractor shall show proof of required insurance, in amounts to cover risk or as required by statute, including:

- Bodily Injury Liability \$500,000 each person; \$1,000,000 each occurrence and will include coverage for owned, non-owned, and hired vehicles.
- Property Damage Liability \$500,000 each accident; \$500,000 aggregate
- Workers Compensation and Employer's Liability Amounts in coverage as required by the State of Kentucky compensation laws or union agreements. Employer's liability at least \$500,000 each accident. Amount shall remain in effect for a minimum of one year from the time of substantial completion, but in no event less than the time required to complete all warranty work.
- Umbrella Liability \$5,000,000.00 each occurrence

Once awarded, Contractor must maintain and keep current the above limits for the entire period of performance. It is the contractor's responsibility to provide a new and/or replacement Certificate of Insurance at least (15) fifteen days

prior to the expiration of such policy. Contractor must give MJCC at least (30) thirty days' prior written notice of cancellation or termination of coverage.

EVALUATION FACTORS FOR AWARD:

1. Insights Training Group, LLC anticipates the award of a single contract as a result of this solicitation to the responsible Offeror whose quote is technical acceptable and the lowest price.

1. Invoicing/Certified Payroll

Invoices shall be rendered by Contractor with net terms.

2. Indemnification

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Insights Training Group, LLC U.S. Department of Labor, Parsons and its stockholder, employees, technical advisors, agents, successors and assigns from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, or actions in respect thereto, whether caused by that its negligence or intentional acts or omissions, arising out of or resulting from the performance of its (or its employees, contractors, or agents) work under this Agreement. This indemnification shall include claims for property damage, and for loss or expense attributable to personal injury, sickness, disease, or death or injury or destruction of tangible and nontangible property including the loss of use resulting there from. Neither party shall be responsible for failure to perform under this Agreement due to circumstances beyond its control. This clause shall survive the term of this Agreement.

3. Facility Operating Hours

The center shall remain in operation at all times throughout period of performance. All project activity shall be coordinated with the Maintenance Manager in order to minimize disruption to center operations. All anticipated interruptions to center operations shall have prior approval from the Maintenance Manager at least 36 hours in advance of the interruption.

IX. PERIOD OF PERFORMANCE

Period of performance is 2/1/2024-1/31/2025.

X. Attachment 1 – Contract Clauses by Reference

This contract incorporates one or more clauses by reference, with the same force and affects as if they were given in full test. Upon request, the Buyer shall make their full text available. General terms and conditions are made part of this agreement – copies are available at: *www.Insightsllc.net*.

XI. Attachments 2-5

Attachment 2: Vicinity Map Attachment 3: Site Plan



