



STATE OF NORTH CAROLINA

DEPARTMENT OF ADULT CORRECTION

Request for Proposal #: 52-RFP-1270615863-RJB

TEMPORARY NURSING SERVICES

Date of Issue: September 20, 2024

Proposal Opening Date: October 16, 2024

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Joey Raynor

Procurement Specialist III

Email: joey.raynor@dac.nc.gov

Phone: 919-324-6456



STATE OF NORTH CAROLINA

Request for Proposal

52-RFP-1270615863-RJB

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

STATE OF NORTH CAROLINA Department of Adult Correction

Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for directions on inquiries.	Request for Proposal #: 52-RFP-1270615863-RJB
	Proposals will be publicly opened: October 16, 2024, At 2:00 PM ET Microsoft Teams <u>Join the meeting now</u> Meeting ID: 210 714 173 821 Passcode: JKYHNJ Dial in by phone +1 984-204-1487,,468275021# United States, Raleigh Find a local number Phone conference ID: 468 275 021#
Using Agency: Division of Comprehensive Health Services	Commodity No. and Description: 851016 Temporary Nursing Services
Requisition No.: RQ148640	

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

Proposal Number: 52-RFP-1270615863-RJB

Vendor: _____

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE* :	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of Adult Correction)

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1.0 PURPOSE AND BACKGROUND

The purpose of the Request for Proposal (RFP) is to solicit proposals from qualified Vendors to provide Temporary Nursing Services on an as needed basis to the North Carolina Department of Adult Correction (the “Department” or “NCDAC”). The intent of this RFP is to establish contracts with multiple Vendors who can supply Registered Nurses (RNs), Licensed Practical Nurses (LPNs), and Medical Assistants on an “as-needed” basis to meet the Department’s needs. The NCDAC, Division of Comprehensive Health Services, intends to secure multiple contracts for Temporary Nursing to provide direct patient care services to offenders in the custody and care of the Department. The purpose of this RFP is to define the Department’s minimum requirements, solicit proposals, and gain adequate information by which the State may evaluate the services offered by potential Vendors. The Division of Comprehensive Health Services provides a full array of health services to a population of approximately 33,000 offenders annually and admits approximately 20,000 new offenders each year.

N.C.G.S. 148-19 mandates that the Department provides healthcare services to offenders, including preventive, diagnostic and therapeutic measures for all types of patients. Therefore, it is important to note that the Department has a responsibility to ensure that employees and or associated vendors must provide quality health care services. It is the vision of the Department that offenders receive competent and timely care irrespective of their crimes. Due to shortages of staff nurses, the complexities of planning with current and potential State budget shortfalls, and the national healthcare staffing shortages, NCDAC will experience occasional difficulty in maintaining adequate staffing levels at some facilities. The current contract for the same services was awarded to multiple Vendors and will end upon award of this contract. Most recently, the monthly spend for these services has averaged \$3.5 million statewide across multiple Vendors.

NCDAC reserves the right to add or remove Department facility locations as need dictates, without penalty. All services shall be provided on-site at the facility location. **Approved facility locations are listed in ATTACHMENT J.**

It is the intent of the Department to make multiple awards from this RFP, and to contact the Vendors as staffing needs arise.

There is no guarantee under this RFP of any minimum or maximum volumes to any awarded Vendor.

The intent of this solicitation is to award an Agency Specific Term Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on December 1, 2024.

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	September 20, 2024
Submit Written Questions	Vendor	October 2, 2024, by 4:00 PM ET
Provide Response to Questions	State	October 7, 2024
Submit Proposals	Vendor	October 16, 2024, by 2:00 PM ET Microsoft Teams <u>Join the meeting now</u> Meeting ID: 210 714 173 821 Passcode: JKYHNJ Dial in by phone +1 984-204-1487 , 468275021# United States, Raleigh Find a local number Phone conference ID: 468 275 021#
Contract Award	State	TBD
Contract Effective Date	State	December 1, 2024

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter “RFP # 52-RFP-1270615863-RJB – Questions” as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

5. Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules

set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- c) Vendor's Proposal addressing all Specifications of this RFP to include Vendor Experience, and Technical Approach.
- d) Completed version of ATTACHMENT A: COST PROPOSAL
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT H: ALCOHOL/DRUG-FREE WORKPLACE POLICY
- j) Vendor Acknowledgment/Signature of ATTACHMENT I: CANDIDATE SUBMISSION FORM/SMARTSHEET
- k) Vendor Acknowledgment/Signature of ATTACHMENT J: APPROVED FACILITIES LIST
- l) Vendor Acknowledgment/Signature of ATTACHMENT K: TRAVEL VENDOR CONSOLIDATION FORM/SMARTSHEET
- m) Vendor Acknowledgment/Signature of ATTACHMENT L: CRIMINAL HISTORY RECORD CHECK

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Each proposal must be complete and independent of other proposals offered. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Proposals in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- a) **ADON:** Assistant Director of Nursing
- b) **CPR:** Cardiopulmonary resuscitation
- c) **DON:** Director of Nursing
- d) **FACILITY:** Correctional Institution
- e) **HERO:** the acronym for the Department's electronic medical health records system.

- f) **LPN:** Licensed Practical Nurse
- g) **MA:** Medical Assistant
- h) **MAY:** Denotes that which is permissible, not mandatory.
- i) **NCDAC:** North Carolina Department of Adult Correction
- j) **ON SITE:** Physically present at an assigned Department facility
- k) **OPENING DATE:** Responses will only be accepted up until the specified time and date listed in the bid and then publicly opened. NO responses will be opened after that time and date.
- l) **PPD:** Purified Protein Derivative (Tuberculosis Test)
- m) **PREA:** Prison Rape Elimination Act
- n) **REDACTED:** edited copy of the Vendors proposal response with Proprietary and/or Confidential information excluded/removed
- o) **RN:** Registered Nurse
- p) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to Fulfill the requirements and specifications of this solicitation.
- q) **SHALL or MUST:** Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of the proposal.
- r) **SHOULD:** Denotes that which is recommended, not mandatory.
- s) **TEMPORARY STAFF:** A nurse or other healthcare professional that works through employment agencies on a time limited basis as their primary job.
- t) **UN-REDACTED:** copy of the Vendors proposal response unedited including all confidential and/or proprietary information

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to multiple Vendors, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract,

and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP, or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past

performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in descending order of importance, to result in an award most advantageous to the State:

1. Vendor Experience (see Section 4.6)
2. Technical Approach (see Section 5.5)
3. Cost Proposal (see 4.1 and Attachment A)

The State may reject a proposal if the Cost Proposal is incomplete or if it contains significant inconsistencies or inaccuracies.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal,

the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: COST PROPOSAL and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. NCDAC will not reimburse any additional amount for travel, meals, lodging, overtime, holidays, worker's compensation, or insurance. The hourly rates provided shall be all inclusive.

From time to time Crisis Rates may be needed either at an individual facility or all across the state based on needs and availability of funds. Crisis Rates will be determined and approved by NCDAC Executive Leadership as a percentage increase to the hourly rate of each Vendor for a specified time period. Crisis Rates shall be implemented by contract amendments agreed to in writing by the State and Vendor.

4.2 INVOICES

The Vendor shall submit invoices weekly to the Administrative Officer at the Department facility where the nurse is assigned, and services performed.

Invoices shall bear the correct purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.

Invoices shall include an accurate description of the nurse specialty (RN, LPN, Surgical OR, etc.) for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor.

The Vendor shall provide the NCDAC Controllers office with monthly statements.

4.3 PAYMENT TERMS

- a. The Vendor will be compensated at the contracted hourly rates, and payment will be made after receipt of correct invoice(s).
- b. The Vendor shall not be compensated or reimbursed for travel, meals, lodging, overtime, holidays, worker's compensation, or insurance. The hourly rates provided shall be all inclusive.

4.4 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.5 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those

Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.6 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate a minimum of **three (3) years** of experience with public and/or private sector clients with similar or greater size and complexity to the State. **Vendor shall also demonstrate a minimum of three (3) years of providing temporary nursing staffing in a correctional setting.** Vendor shall provide information as to the qualifications and experience of organization itself, and the experience/qualifications of key personnel who are proposed to manage the work under the contract.

4.7 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.8 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there is none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

The Department shall require all vendor supplied staff/clients to undergo a background check prior to beginning work in any NCDAC Correctional Facility. Vendor shall ensure all prospective candidates (LPN, RN, CNA, etc.) complete a request for background check (DCI) when submitting a candidate information packet and return it to the designated representative listed on the notification of need for processing at the intended facility work location. This process requires a minimum of 3 days lead time to ensure sufficient time to determine the viability of the potential contract candidate. The NCDAC representative will notify the vendor of each candidate's status. If approved, the vendor may continue to coordinate effective dates of coverage. A copy of the DCI request is found at Attachment L.

4.9 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.10 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.11 AGENCY INSURANCE REQUIREMENTS

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- ☐ Small Purchases
- ☐ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- ☒ Contract value in excess of \$1,000,000.00

5.0 SPECIFICATIONS AND SCOPE OF WORK

The Department prefers staffing organizations that are accredited or certified by an accrediting body in health care. Vendors that wish to have their certification or accreditation considered in the evaluation of their proposal shall include proof of such with their response.

5.1 VENDOR REQUIREMENTS

- A. Contracted Vendors shall not recruit or hire current facility staff for their employment needs. Former NCDAC facility nursing staff shall not be eligible to work at any NCDAC facility under an awarded contract for a period of 6 months after separation.
- B. Upon notification from the NCDAC (see Section 5.4 A.), the Vendor shall provide a candidate as requested. Candidates shall have a current CPR/BLS certification from an approved provider. Online class certifications are not acceptable. NCDAC must be notified of any previous restrictions in North Carolina or elsewhere and complete the Candidate Submission Form/Smartsheet, an example is provided on Attachment I.

Qualified Registered Nurses (RN) and qualified Licensed Practical Nurses (LPN) shall have unrestricted license in the State of North Carolina.

Medical Assistants shall be certified by an accrediting body (Medical Assistant – American Association of Medical Assistants; or Registered Medical Assistant through American Medical Technologists).

- C. All candidates furnished by the Vendor for work under this contract must be pre-approved by the Department. The Vendor shall provide references and availability of the applicant for telephone interview with the Nurse Supervisor. The Vendor agrees not to make arrangements to have another healthcare professional provide “alternate” staffing without first obtaining the Department’s approval.
- D. The Vendor shall maintain up-to-date records of immunizations and annual tests and results and evidence of compliance to this requirement must be received by the Director of Health Services or designee within 10 days of notice.
- E. The Vendor shall provide in writing (email is sufficient) the total number of years each prospective nurse has worked under his or her professional license.
- F. The Vendor shall be responsible for notifying the appropriate NCDAC supervisor of changes in licensure or malpractice insurance status. Failure to notify the supervisor of such changes shall be sufficient cause to terminate this Contract.
- G. Upon receiving a notification of need from the Department via email, the Vendor shall provide candidate submission packets using the designated Smartsheet link or other instructions provided in the email notification of need; see example ATTACHMENT I: CANDIDATE SUBMISSION FORM/SMARTSHEET. The Department will commence the review of candidate information packets within 24 hours of the email notification and will forward the most qualified candidates to the facility for further review. Vendors may continue to submit candidate information packets until they are notified that a candidate has been selected for the position.
- H. Convicted felons may not be allowed to enter any prison facility.
- I. The Vendor shall provide Insurance as described in Section 4.11 AGENCY INSURANCE REQUIREMENTS. **The Vendor shall provide a Certificate of Insurance.**
- J. The Vendor may advertise on social media, the internet, newspapers, etc. for vacant positions. Vendors may use the term “Correctional Facility” and the city the facility is located in and the type of nurse needed in the advertisement. However, there shall be no mention of the State of North Carolina or Department of Adult Correction in the advertisement, nor shall the use of the existence of this Contract or the name of the State of North Carolina be used as part of any commercial advertising or marketing of products or services. Please refer to North Carolina General Terms and Conditions, Item number 12. Advertising.
- L. The Vendor is responsible for submitting documentation confirming that the Vendor nurse has completed the series of Hepatitis B vaccinations or that the Vendor nurse declined the vaccination to the hiring facility. The documentation shall confirm that the Vendor nurse has been informed of the potential of occupational exposure to blood and other potentially infectious body fluids and willingly accepts the risk of exposure.
- M. Temporary Staff provided by the Vendor are not eligible for State health insurance benefits through the Department of Adult Correction. The Vendor shall either provide health insurance or information regarding eligibility under the Affordable Care Act to Temporary Staff.
- N. Vendor’s Temporary Staff may not be eligible for representation through the Defense of State Employee’s Act, and

it is the responsibility of the Vendor and/or the individual nurse to cover both defense and any judgment of claims brought against them, to include but not limited to: constitutional claims by offenders and medical malpractice claims by offenders.

5.2 TEMPORARY STAFF REQUIREMENTS AND RESPONSIBILITIES

- A. The Vendor shall provide **Registered Nurses (RN)** that can perform the responsibilities listed below that may include but are not limited to:
1. Hold current unrestricted license to practice as a Registered Nurse in the State of North Carolina-
 2. Conduct offender sick call weekly as dictated by NCDAC Health Care Procedure Policy or assist unit physician with sick call when unit physician is present.
 3. Conduct segregation checks a minimum of three times per week or more as dictated by the prison unit standard operating procedures.
 4. Use approved NCDAC Nursing Protocols to treat minor injuries and illnesses which do not require a physician's attention.
 5. Prepare and administer medications as per physician order.
 6. Refer offenders to physician's clinics, or hospitals as appropriate.
 7. Prepare medical records for transferring offenders, including following the policy and procedure for medication transfer in the NCDAC.
 8. Provide offenders access to quality healthcare provided by competent healthcare professionals in a fiscally responsible manner.
 9. Ensure proper organization and maintenance of health records in accordance with the prison unit policies and the NCDAC Health Care Policies and Procedures Manual and assure that the prison unit health care standard operating procedures are maintained in a current state at all times.
 10. Ensure that all treatments and medications are fully documented in the patient's health record.
 11. The Vendor's RNs may possibly assume charge responsibilities but only after they have been oriented to a particular facility area, however a NCDAC RN would always be available for consultation via phone or actual site location (contact number to be provided).
- B. In addition to the above, the Vendor shall provide **Registered Nurses (RN) with specialties** in surgical, oncology and mental health, that can perform the following scope of responsibilities that include but are not limited to:
1. Surgical Nurse (Operating Room and Endoscopy)
 - a. Understanding of the principles of surgical asepsis or sterile technique.
 - b. Expert knowledge on how to operate specialized equipment used in the operating room and how to position a patient to prevent complications.
 - c. Ability to assess a patient's physical, emotional and spiritual needs.
 - d. Knowledgeable work as a scrub nurse or circulating nurse in an OR setting.
 - e. Expert ability to perform duties before, during and immediately after surgery.
 - f. Experience with endoscopy, to include colonoscopies, and biopsies with specimen collections.
 - g. Ability to correctly label specimens and fill out lab requisitions and correct record keeping.
 - h. Ability to start peripheral IVs and use central venous access portacaths, etc.
 2. Oncology Nurse
 - a. Qualified to safely administer chemotherapy by various routes. The RN will assume responsibility for chemotherapy drug administration in order to assure quality patient care and patient safety.
 - b. Knowledgeable on the handling and disposal of antineoplastic agents.

- c. Able to perform vascular access device management, use central venous access portacaths, PICC lines, midlines, and start peripheral IVs.
 - d. Ability to triage symptoms in patients with cancer. Experience with pain assessment and both pharmacologic and non-pharmacologic management of pain.
 - 3. Mental Health
 - a. Minimum of one-year experience working in a mental health facility.
 - b. Ability to access patients for abnormal movements and scoring.
- C. The Vendor shall provide **Licensed Practical Nurses (LPN)** that can perform the following scope of responsibilities that include but are not limited to:
 - 1. Hold current unrestricted license to practice as a Licensed Practical Nurse in the State of North Carolina-
 - 2. Participate in assessing patient's mental and physical health, and documenting and reporting the results of the nursing assessment to the registered nurse or physician, or physician extender as appropriate.
 - 3. Participate in the implementation of the healthcare plan, reinforcing teaching or counseling by a licensed physician or registered nurse, as well as documenting and reporting the nursing care rendered and the patient's response to care.
 - 4. Participate in offender sick call as directed, using approved NCDAC Nursing Protocols, under the supervision of a registered nurse.
 - 5. Assist the unit physician or physician extender with sick call.
 - 6. Conduct segregation checks under the supervision of a registered nurse a minimum of three times per week or more as directed by the facility's standard operating procedure.
 - 7. Prepare medical records for transferring offenders, including following the policies and procedures for medication transfer in the Department.
 - 8. Comply with all applicable regulations regarding administering and procuring pharmaceuticals and recording the administration of medications and treatments in the manner approved by NCDAC, as well as administering prescription medications as delegated by the immediate nurse supervisor.
 - 9. Ensure that all treatments and medications are fully documented in the patient's health record.
 - 10. Ensure proper organization and maintenance of health records in accordance with the facility policies and the NCDAC Health Care Policy and Procedure Manual.
 - 11. Perform other duties as assigned by the supervising nurse.
 - 12. Be accountable to the Director of Nursing or Designee.
 - 13. Agree to cooperate and participate in review and service programs of the Department including utilization management, quality assurance, credentialing, sanctioning, external audits, administrative procedures, and grievance procedures. Vendor shall comply with all directives rendered through these programs.
- D. The Vendor shall provide **Medical Assistants** that can perform the following scope of responsibilities that include but are not limited to:
 - 1. Certified as a Medical Assistant by an accrediting body (Certified Medical Assistant – American Association of Medical Assistants, or Registered Medical Assistant through American Medical Technologists).
 - 2. Successful completion of the NC Department of Adult Correction Medication Administration Technician Training as a condition of continued employment.
 - 3. Implementation of all aspects of the medication administration process including order transcriptions, procurement and storage of supplies.
 - 4. Administer medication and treatment and reporting and associated side effects.

5. Documentation and reporting of care delivered.
6. Collect lab specimens, blood glucose and check vital signs.
7. Respond to emergencies and perform CPR (in case of cardiopulmonary arrest).
8. Provide clinical support during telehealth clinics.
9. Data entry and preparation of medical records for transfer and medical appointments.
10. Follow NCDAC Health Care Policies, facility standard operating procedures and under the direction of the Registered Nurse, License Practical Nurse, Physician or Midlevel Provider.

E. The following items apply to all **Medical Assistants**:

Due to the additional training investment for the unlicensed personnel, an extended initial contract time period of approximately 26-weeks is recommended. Should the candidate not successfully complete the departmental Medication Technician Training, the candidate would not meet requirements for continued employment and the agency would reserve the right to terminate the contract.

F. The following items apply to all **Temporary Staff**:

1. Shall maintain CPR/BLS certification for health care provider certificate from an approved provider. Online class certifications are not acceptable.
2. Temporary Staff are subject to call back 24 hours each day. If called in an emergency situation, the RN or LPN agrees to return to the prison unit and render professional services as needed.
3. Have or acquire CPR/BLS training from an individual who is certified as an instructor by an organization that is approved to offer Healthcare Provider CPR/BLS training.
4. Responsible for maintaining adequate inventory of drugs or medical supplies by notifying the appropriate person of items that have fallen below par levels.
5. Maintain stock and supplies in a neat, secure, and orderly manner.
6. Maintaining statistics and submit appropriate reports on a monthly basis to the facility superintendent and appropriate nurse supervisor. Reports are usually related to the activities the nurse has performed that day or week depending on the facility.
7. Physical activity requirements include climbing up and down stairs, stooping, kneeling, crouching, reaching, standing, walking pushing, pulling, lifting, grasping, feeling, talking and hearing. Workers are exposed to infectious diseases and must adhere to blood borne pathogen exposure control plan. Must be able to lift and/or turn patients, exert up to 20 pounds of force occasionally and /or up to 10 pounds of force frequently.
8. The designated working shift (day, evening or nights) for the Vendor's Temporary Staff shall be mutually agreed upon by the Vendor and the Department. A variety of 8-, 10- and 12-hour shifts are available based on hours of operation and medical mission of the facility. This information will be included in the notification of need sent to Vendors.
9. Report to the Director of Nursing or Nurse Supervisor at the Facility, or their designee.
10. Follow the Facility's "Nursing Time and Attendance Policy".
11. Vendor RN and LPNs shall be expected to work in time periods of approximately thirteen (13) or twenty-six (26) weeks. Vendor Medical Assistants shall be expected to work in time periods of approximately twenty-six (26) weeks only.

During this time, Vendor shall provide the same person for the time period with no substitutions. If a nurse is already working 13 weeks or 26-weeks contract for Medical Assistants, and the facility elects to re-contract the same nurse for an additional 13-week period, the facility shall have the option to extend the contract (without

resubmission of an application or any additional process) for additional 13-week increments up to a maximum of 26-weeks.

12. Vendor's Temporary Staff will be provided uniforms. The Vendor's Temporary Staff shall be responsible for the care of the uniforms during the term of their assignment. Uniforms must be returned promptly at the end of the assignment.
13. Vendor's Temporary Staff shall be required to record time of arrival, departure, and lunches in their designated area. Their time will be compiled weekly, verified, and signed by the Nurse Supervisor. The Department shall be responsible for emailing the time sheet to the Vendor and a copy given to the Vendor's Nurse and a copy submitted to the Regional ADON. Vendor's RNs and LPNs shall only record time actually worked at their assigned facility. Time may be audited by reviewing facility entrance and exit logs or other methods. To the extent that time compiled by the nurse is found to be inconsistent during an audit, that time will not be compensated by the Department.
14. Vendor's Temporary Staff shall work a monthly time schedule as developed and posted by the Nurse Supervisor.
15. Ensure that all services provided will be consistent with community standards of practice and performed in accordance with customary rules of ethics and conduct of the applicable state and professional licensure boards and agencies.
16. Provide treatment and services that are medically necessary, consistent with symptoms and diagnosis of treatment, appropriate with regards to standards of medical practice, not solely for convenience or offender request. Services provided are to result in restoration or improvement in function and are not considered as investigational.
17. The Vendor's Temporary Staff shall have:
 - a. Required yearly PPD in absence of a "no previous positive tuberculin skin test."
 - b. The Vendor is responsible for submitting documentation confirming that the Vendor Staff has completed the series of Hepatitis B vaccinations or that the Vendor Staff declined the vaccination to the hiring facility. The documentation shall confirm that the Vendor Staff has been informed of the potential of occupational exposure to blood and other potentially infectious body fluids and willingly accepts the risk of exposure.
 - c. MMR vaccination (infirmary and inpatient setting only)
 - d. Current drug screen upon initial hire at the assigned facility.
 - e. Statement that the Vendor's temporary staff has no medical or physical restrictions and is able to work without restrictions.

The Vendor shall maintain up-to-date records of immunizations and annual tests and results and evidence of compliance to this requirement must be received by the Director of Health Services or designee within 10 days of notice.

18. Vendor's Temporary Staff shall provide information to NCDAC (Attachment I) regarding any family member/significant others currently incarcerated in a NCDAC Prison facility and shall not be permitted to work at the facility where the family member/significant other is located. The Vendor and/or the Vendor's RNs, LPNs, and medical assistants shall have the responsibility to inform the Department if they are aware of any relative that is housed in a NCDAC facility or if they become aware during their time working for NCDAC.
19. Vendor's Temporary Staff will be required to complete the full Prison Rape Elimination Act (PREA) training onsite at the facility and sign an OPA-T10 Prison Rape Elimination Act (PREA) of 2003 ACKNOWLEDGEMENT FORM. The Department will reimburse contracted Vendors at a rate of 70% of the contracted hourly rate for those hours designated as NCDAC training/orientation, not to exceed 40 hours per temporary staff, per assignment location.

5.3 DEPARTMENT RESPONSIBILITIES

- A. The Department will notify all awarded Vendors via email of the vacancy that needs to be filled. An email will be sent to all awarded Vendors with the pertinent information.
- B. The Vendor Shall complete the initial CANDIDATE SUBMISSION FORM/SMARTSHEET via Smartsheet link or other instructions provided in the email notification of need (see example at ATTACHMENT I) and attach all required documents. The information will be used by NCDAC to validate the Vendor's Temporary Staff information which will include telephone interviews and reference checks.
- C. The Vendor's Temporary Staff will have performance reports completed by the Nurse Supervisor every four (4) weeks. These reports will be shared with the appropriate Vendor upon request.
- D. The Vendor's Temporary Staff will receive orientation by NCDAC nursing personnel. Orientation may be required at each facility at which the RN/LPN/medical assistant is assigned.
- E. The Department will provide the Temporary Staff access to the Facility and work site.
- F. The Department will reimburse the Vendor for work performed in accordance with the contract, accepted and approved for payment by NCDAC.
- G. The facility will notify the Vendor of any mission changes negating the need for continued services at that site.

5.4 WORKFLOW PROCESS

A. Notification of Need

The Department will notify all awarded Vendors via email of the vacancy that needs to be filled. An email will be sent to all awarded Vendors with the pertinent information. Vendors will have a reasonable timeframe to respond (Section 5.1 H). Vendors shall provide two (2) contact email addresses for Notifications of Need. It is the Vendor's responsibility to keep this information updated, should contact information change during the course of the contract term.

Vendor's Primary Email for Notification of Need	
Vendor's Secondary Email for Notification of Need	

B. Submission of Candidate Information Packet(s).

Vendor shall submit nurse candidate packets using the Smartsheet link or other instructions provided in the email notification of need and attach all required documents. See example ATTACHMENT I: CANDIDATE SUBMISSION FORM/SMARTSHEET.

C. Evaluation of Candidates

The Department will begin to evaluate the candidates within 24 hours of submission based on the candidate's submission form and attachments. The preferred qualified candidates will move forward to the hiring manager for consideration. **(There is no guarantee under this RFP of any minimum volume to any awarded vendor.)**

D. Selection of Candidate

The Department will contact the Vendor when a candidate has met the requirements and has been selected for an assignment. The Department and the Vendor will work together on the details of the assignment for the candidate.

5.5 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for

accomplishing each shall be included. **Vendor's proposal shall include the Vendor's recruitment plan for sourcing multiple candidates for all categories of temporary staffing positions required under this RFP for all regions of the State where the DAC prison facilities are located.** Regions may be located here: [NCDAC Prisons Map 02_10_2023.pdf](#), and individual approved facilities are listed on ATTACHMENT J.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Joey Raynor, Procurement Specialist III, NC Department of Adult Correction, (919) 324-6456, Joey.Raynor@dac.nc.gov is designated as the **Contract Administrator** for the Department.

Valerie Langley, Director of Nursing, NC Department of Adult Correction, Division of Comprehensive Health Services 831 W. Morgan St. Raleigh, NC 27699, (984) 255-6076, Valerie.Langley@dac.nc.gov is designated as the **Operational Manager** for the Department responsible for day to day operations.

William "Bill" Lucas Director, Business Administration, NC Department of Adult Correction, Division of Comprehensive Health Services 831 W. Morgan St. Raleigh, NC 27699, (984) 255-6081, William.Lucas@dac.nc.gov is designated as the **Contract Manager** for the Department.

The Vendor shall designate and make available to the State a Project Manager. The **Project Manager** shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service.

Project Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State a contact for customer service. The customer service point of contact shall be the State's point of contact for time sheets to be sent weekly.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.3 MONTHLY ASSIGNMENT STATUS REPORTS

The Vendor shall provide a Monthly Assignment Report to the designated Smartsheet. This report shall include, PO Number, DAC facility #, DAC facility name, Service Start and End Date of Nurse assignment, Nurse name, Position Title, # of weeks assigned to that facility, approx. # of hours per week, Rate per hour, total dollar amount for contract term and. The Vendor shall submit these reports electronically using the Travel Vendor Consolidation Smartsheet or other instructions provided by NC DAC after award of contract. See example ATTACHMENT K: Travel Vendor Consolidation Form/Smartsheet. The report shall be completed on the first Monday of each month or as agreed by the parties. These reports will be used as a tool for processing payments in a timely manner.

6.4 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.5 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

6.6 DAC ADDITIONAL TERMS

ALCOHOL/DRUG-FREE WORKPLACE POLICY: A copy of the Department's Alcohol/Drug Free Workplace Policy is attached to this solicitation in the Ariba Sourcing Tool. The Vendor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The Vendor understands that its employees/staff are required to abide by these standards. The Vendor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.

PREA: The NC Department of Adult Correction is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times.

Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors, or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DAC, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to SVC_dac.prea@dac.nc.gov, or the DAC Communications office at (919) 825-2754.

Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison, or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDAC policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDAC policy.

By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

6.7 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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