

**Henry P. Roybal**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Elizabeth Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

March 8, 2016

**SANTA FE COUNTY**  
**TEMPORARY NURSING SERVICES**

**RFP #2016-0211-CORR/IC**

**ADDENDUM #1**

Dear Offerors,

This addendum is issued to reflect the following immediately. It shall be the responsibility of interested offeror to adhere to any changes or revisions to the RFP as identified in this Addendum No. 1. This documentation shall become permanent and made part of the departmental files.

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**The DEADLINE to submit proposals has been EXTENDED to 2:00 PM (MDT) on TUESDAY MARCH 22, 2016 at the Santa Fe County Purchasing Division, located at 142 W. Palace Avenue, (2<sup>nd</sup> floor Bokum Building), Santa Fe, N.M. 87501.**

*\*A REVISED COST PROPOSAL SHEET (ATTACHMENT A) HAS BEEN INCLUDED IN THIS ADDENDUM TO INCLUDE SERVICES FOR A NURSE PRACTITIONER.\**

*On February 19, 2016 Santa Fe County held the pre-proposal conference for the above referenced Request for Proposals (RFP). Listed below are questions asked at the conference or received via email.*

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Question 1: Are these services currently being provided to the Santa Fe County Facility?

Response 1: The County is currently using three nursing staffing agencies: Medical Staffing Network, Accountable Healthcare and Maxim Staffing Solutions.

Question 2: What are the current contract rates for services?

Response 2: The ranges are as follows: Registered Nurse \$52- \$60; Registered Nurse Special Care \$53-\$60; Licensed Practical /Vocational Nurse \$41-\$49; Pharmaceutical Tech \$24-\$27; Medical Records Clerk \$20-\$28.

Questions 3: What is the County's total annual spend for nursing services?

Response 3: FY14 \$108,830; FY15 \$252,845; YTD FY16 \$192,718

Question 4: How many hours a year do you allocate for agency nursing services?

Response 4: Santa Fe County does not allocate any specific number of hours for agency nursing services; the services are used on an as needed basis only.

Question 5: What is the projected spend/budget for Nursing Services during the 2016-2017 fiscal Year?

Response 5: FY 17 budget has not been estimated. Budget will be determined based on new contract amounts.

Question 6: What is the Primary need? RNs, LPNs or CNAs/Mas?

Answer 6: RN's & LPN's and Nurse Practitioners (added to revised cost proposal form).

Question 7: Are assignments generally long term or day-to-day?

Response 7: Both. Assignments are based on an as needed basis.

Question 8: Will you accept changes/modifications to the Contract?  
If so, to which items may changes be made? If changes cannot be made, may we withdraw from consideration with no penalty?

Response 8: Any requested changes will need to be included in the proposal when submitted. Santa Fe County will review the requested changes and may or may not agree to them. If negotiations are not made between the Offorer and Santa Fe County the County will end negotiations and proceed to negotiate a contract with the next highest ranking firm with no penalty to the Offorer.

Question 9: Please advise. The proposal contains the following statements that appear to be in opposition to one another:

The Contractor shall be assessed a \$1,500 penalty fee for failure to provide a minimum of a twelve hour advance notice to CMD's designee of the cancellation of any nursing assignment, shift, or coverage previously committed to. Facilities Administrator or designee, will enforce this penalty on a case by case basis.

The Contractor shall be assessed a \$1,500 penalty fee for failure to provide a minimum of an eight hour advance notice to CMD of the cancellation of any nursing assignment, shift, or coverage previously committed to CMD which will be in force on a case by case basis to be determined by the Jail Administrator or Medical Administration

Response 9: CLARIFICATION: The Contractor shall be assessed a \$1,500 penalty fee for failure to provide a minimum of a twelve hour advance notice to CMD's designee of the cancellation of any nursing assignment, shift, or coverage previously committed to. Facilities Administrator or designee, will enforce this penalty on a case by case basis.

Question 10: At what frequency should the Contractor send invoices to the County?

Response 10: Monthly.

Question 11: Per Appendix D, 3.B Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. What would constitute the County to reject the services to which the Contractor invoices?

Response 11: There could be many reasons however the most common is that the invoice does not reflect the correct rates as in the agreement.

Question 12: RE: Appendix D, 11: Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement. Please explain what type of liabilities Contractor will be releasing after receipt of all payments. Does this include future medical malpractice liabilities or is this restricted solely to payment liability?

Response 12: The release after all payments are made by the County is the release from everything written within the terms and conditions of the contract. Basically the contract is over and the County has paid in full as stated within the agreement.

Question 13: RE: Appendix D, 28.B Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy. In regards to the language: "both on and off work": Is this intended to mean while traveling to work? What is the County's exposure of risk if the healthcare professional is driving while not at work? Does this apply to the staffing company?

Response 13: The insurance requirement applies to the staffing agency with whom Santa Fe County enters into an agreement with.

Question 14: Must contact information be supplied for the references for the personnel?

Response 14: No, however the County may request this information at the time of contract negotiation.

Question 15: RE: Appendix B, last page, language after "OR"- Is it possible to add the language, "to the best of our knowledge"?

Response 15: Yes.

Question 16: Re: Appendix D, 10.A All work performed under this Agreement shall be performed by the Contractor or under its supervision. Does this clause apply to this Agreement?

Response 16: Yes. The contractor is responsible for all work performed under this agreement by their staff or those contracted by the staffing agency to perform the work under this agreement.

Question 17: Penalty: The Contractor shall be assessed a \$1,500 penalty fee for failure to provide a minimum of a twelve hour advance notice to CMD's designee of the cancellation of any nursing assignment, shift, or coverage previously committed to. Facilities Administrator or designee, will enforce this penalty on a case by case basis. Can we take exemption to this clause? If not can we negotiate a penalty fee?

Response 17: NO exemptions will be allowed. During contract negotiations the Offeror may request to negotiate a lower penalty fee, however the County does not anticipate changing this because of the cost and liability a cancellation outside of the parameters of the contract puts on the County. Please keep in mind the penalty is reviewed on a case by case basis.

Question 18: RE: Section III.C.15 Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. How should any alternative language be added? As an appendix or as a section within the proposal?

Response 18: Alternative language proposed should be added as an appendix for County consideration.

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Please add this Addendum #1 to the original proposal documents and refer to proposal documents, hereto as such. This and all subsequent addenda will become part of any resulting contract documents and have effects as if original issued. All other unaffected sections will have their original interpretation and remain in full force and effect.

Proponents are reminded that any questions or need for clarification must be addressed to Iris Cordova, Senior Procurement Specialist at [icordova@santafecountynm.gov](mailto:icordova@santafecountynm.gov).

Attachment A

REVISED APPENDIX C

COST PROPOSAL FORM

Offerors must provide hourly rates for the following staff positions. The rates below shall be fixed throughout the term of the contract. Santa Fe County reserves the right to negotiate new rates with the successful contractor(s) on an annual basis. Proposed costs must include costs for wages, other compensation, worker’s compensation, unemployment insurance costs, travel to and from the off-site workplace to the on-site workplace, per diem, fringe benefits and any other overhead costs for contractor personnel. All costs shall be *exclusive* of New Mexico Gross Receipts Tax (GRT).

<u>Staff Position</u>	<u>Time Frame</u>	<u>Hourly Rate</u>
Nurse Practitioner	8am-5pm (Mon-Fri)	\$ _____
Registered Nurse	12 hour shift	\$ _____
	7pm-7am (Mon-Fri)	\$ _____
Registered Nurse	7am-7pm (Sat-Sun)	\$ _____
	7pm-7am (Sat-Sun)	\$ _____
Registered Nurse/Special Care	7am-7pm (Mon-Fri)	\$ _____
	7pm-7am (Mon-Fri)	\$ _____
Registered Nurse/Special Care	7am-7pm (Sat-Sun)	\$ _____

7pm-7am (Sat-Sun)

\$ \_\_\_\_\_

Licensed Practical/Vocational Nurse

7am-7pm (Mon-Fri)

\$ \_\_\_\_\_

7pm-7am (Mon-Fri)

\$ \_\_\_\_\_

Licensed Practical/Vocational Nurse

7am-7pm (Sat-Sun)

\$ \_\_\_\_\_

7pm-7am (Sat-Sun)

\$ \_\_\_\_\_

Pharmaceutical Technician

8am-5pm (Mon-Fri)

\$ \_\_\_\_\_

Medical Records Clerk

8am-5pm (Mon-Fri)

\$ \_\_\_\_\_

Total Combined Hourly Rate (for purposes of scoring only)

\$ \_\_\_\_\_

The evaluation of each offeror's *cost proposal* will be conducted using the following formula:

Lowest offeror's combined total hourly rate

This offeror's combined total hourly rate

X 250 = Awarded Points

### Training

Contractor's personnel must undergo site-specific training prior to placement. At a minimum, this will include a Security Orientation, Santa Fe County hazard communication procedures and specific exposure control plan as it pertains to OSHA requirements for blood borne pathogens. CMD will pay one half of the hourly rate for Contractor personnel, assigned to a Santa Fe County correctional facility, to attend such training. Contractor will pay its personnel the amount remaining.

### Overtime

Overtime is defined as those hours worked in excess of forty (40) hours in a one week pay period for CMD only. Overtime calculation will not include hours worked at other non-CMD facilities. Overtime must have CMD supervision approval. The overtime rate is one and one-half (1½) times the regular billing rate for each hour worked.

Santa Fe County **will not** pay overtime rates unless the CMD required that the individual work hours in excess of the originally scheduled shift or the individual qualifies for overtime pay on the basis of previously providing 40 hours of work for the CMD during a week.

### Holidays

Holiday rates are paid for the day, evening and night shifts on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas and for the evening and night shifts on Christmas Eve and New Year's Eve. The holiday billing rate is one and one-half (1 ½) times the regular billing rate for each hour worked.

*Santa Fe County reserves the right to dismiss for cause and instruct temporary nursing personnel to leave the premises. In which case, temporary personnel will only be compensated for hours worked and shall not be reassigned to Santa Fe County CMD.*

*Failure to provide a minimum of an eight (8) hour advance notice to the CMD of the cancellation of any nursing assignment will be deducted from the next invoice.*

