



Erie County Medical Center Corporation  
RFP # 21609  
Addendum Number 1

## **Erie County Medical Center Corporation**

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### **STAFFING AGENCY SERVICES**

The deadline for submission has been extended to:

**Tuesday, October 11, 2016 at 11:00 am EST.**

The following questions were submitted to the Designated Contact:

1. Will ECMC consider proposals for a Workforce Management Program for this RFP?  
**No.**
  - a. i.e. Vendor Management System (VMS) / Managed Service Provider (MSP)  
**No.**
  - b. If yes, is this a solution that has previously been utilized by ECMC?
  - c. **No.**
  
2. What is the annual spend for all contingent labor / staffing services falling under this RFP (based on weekly/monthly estimates)?  
**ECMCC is not disclosing this information at this time.**
  
3. With what frequency does ECMC intend on using this contract (i.e. how many shifts/vacancies per week)?  
**The frequency will vary depending on the current need. ECMCC tends to contract 8-13 weeks on all shifts. However; the greatest need tends to be on the 7am - 7pm shift.**
  
4. How often is temp staff hired as perm ECMC staff?  
**If they do well in the position and there is an external opening at the time, the agency staff would always be considered.**
  
5. What permanent vacancies does ECMC currently have?  
**All vacancies are listed on our website: [www.ecmc.edu](http://www.ecmc.edu)**



6. Please outline ECMC's initial on-boarding process in greater detail
  - 1) Physical to ensure they meet the minimum requirements- ex., lift, push, pull
  - 2) Drug and Alcohol Screening (12 point)
  - 3) Criminal Background Check
  - 4) Reference check (Minimum of 2)
  - 5) Provide copy of license and registration
  
7. Is ECMC in need of staffing support for disciplines outside of those listed in this RFP (i.e. physicians, advanced practitioners, behavioral health, etc.)?  
Not at this time.
  
8. How long are temp staffing services expected to last for each vacancy (i.e. a single shift, 13 weeks, etc.)?  
This will vary dependent on the current needs of the ECMCC. Most of our contracts tend to be 8-13 weeks on a specific shift.
  
9. How much of the annual spend was for Travel Nursing / Travel Contracts?  
The incumbent vendor did not provide Travel Nursing.
  
10. How much of the annual spend was for Local Travel Nursing / Local Contracts?  
The incumbent vendor did not provide Local Travel Nursing.
  
11. What are the current incumbent supplier rates for each job title?  
ECMCC will not disclose this information at this time.
  
12. What was the volume in hours or total spend during the last contract period?  
Please see answer to question # 2.
  
13. How many suppliers are currently providing staffing services?  
Only one supplier currently provides these services.
  
14. What is the current time to fill within the current supplier pool?  
This depends on the specific area of the need.
  
15. What is the current fill percentage with the current supplier pool?  
90%
  
16. Does this RFP encompass all ECMC entities, including all outpatient specialty care clinics, Terrace View skilled nursing facility, Hospital, etc.?  
Yes.



17. If the current provider of staffing services to ECMC is not selected as vendor through this RFP process, does that preclude them from continuing to provide services to the permanent FTE and Terrace View LTC (weekly per diem)?

ECMCC will only contract with providers who are selected through the RFP process or otherwise in accordance with applicable procurement requirements.

18. In regards to tracking of M/WBE participation, please elaborate on the required documentation that should be provided to illustrate compliance with the 30% M/WBE goals.

The requirements for M/WBE utilization are described in detail in Exhibit A of the RFP packet, including in particular a completed M/WBE utilization plan, included as Exhibit A-1.

19. What suppliers were in attendance on the Pre Bid call, held on August 22 at 11:00AM?

ECMCC will not be providing this information at this time.

20. How many contract awards are anticipated for this effort?

ECMCC does not have a predetermined number of awards.

21. Who is the incumbent contractor(s)?

The incumbent is Medical Staffing Network.

22. What are the current bill rates under the contract?

ECMCC is not disclosing this information at this time.

23. What has been the historical usage for each labor category under the current contract(s)?

ECMCC does not have this information at this time.

24. Is a company required to bid all labor categories under the RFP?

No.

25. How many temporary nurses (RN's and LPN's) are currently working at ECMC currently?

0.

26. How many temporary Therapist (PT's, OT's PTA's and OTA's) are currently working at ECMC?

7.

27. Can we add Crisis rates or tiered rates?

Yes.

28. Please clarify and define the Government or Commercial Consumer rates.



This reference in Section 8.15 refers to the rates that you, as the vendor, provide to other government and commercial consumers. The prices charged to ECMCC are not to be higher than these rates.

29. In Lieu of the plan for M/WBE's will our corporate wide Sub Contracting plan that has been approved by the government meet the requirements?

No. The M/WBE requirements in this RFP are mandated by the State and cannot be substituted.

30. Do you want us to submit profiles of candidates?

If selected vendor, this would be part of the process, yes.

31. Can you elaborate further on the liquidating damages referenced in section VII.?

Where ECMCC determines that Contractor is not in compliance with the M/WBE requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals, Contractor shall be obligated to pay to ECMCC liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: All sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals; and all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the ECMCC, Contractor shall pay such liquidated damages to ECMCC within sixty (60) days after they are assessed by ECMCC unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the ECMCC.

32. Are there opportunities if not awarded as primary for secondary providers?

Yes.

33. Would the M/WBE's be awarded separately or as subcontractors for us?

Any M/WBE's who you have listed on your Utilization Plan will perform work for you as a subcontractor and will not receive a separate award from ECMCC.

34. Must the M/WBE provide services directly to the ECMC business or could it be a secondary type provider (ex: Primary provider would be company to provide background checks for the talent. Secondary provider would be our office supplies provider.)



The M/WBE firm selected and listed on your Utilization Plan should perform work that is relevant to the scope of work you are performing and that work should serve a commercially useful function (CUF) to the overall outcome of the project.

35. Do M/WBE relationships need to be in place prior to contract award?

No – the relationships with the M/WBE does not have to exist prior to the submission or the award. However certain information must be collected from the M/WBE for the purposes of completing the Utilization Plan and that should be the beginning of the relationship if one did not exist prior to that.

36. How can we identify contract value (Exhibit A-1) if we do not know frequency of need? – this is related to the how many are working question above.

If the total contract value in dollars is not available for the submission you can list the Utilization from the MWBE's in the form of a percentage of the total contract. This percentage must total 30% (15% Minority & 15% Woman).

37. Will the contract be per diem, part-time, or full-time openings?

The contract will incorporate per diem, part-time and full-time openings.

38. What is the minimum amount of experience you are seeking for the staff? Are you open to newly licensed staff?

The staff must have at least one year experience.

39. Are these roles inpatient, clinic, or home based?

These roles are in-patient and clinics.

40. What are your expectations for training and orientation? How long will it be, and who will be responsible?

ECMCC requires approximately one day to learn the programs that will be utilized. This training can be completed with the Agency, or on-site at ECMCC. If the training is completed with the agency, ECMCC will be required to sign off once completed. Terrace View requires one week for training and orientation.

41. Are you awarding the contract to more than one vendor or only one exclusive provider?

Although ECMCC does not have a predetermined number of awardees, more than likely this contract will be awarded to more than one vendor.

42. What is the monthly spending on this contract?

We do not have a predetermined amount that we plan to spend monthly, but historically, we have spent approximately \$2000 - \$7000 monthly.

43. What is the annual spending on this contract?

See answer to question 42.



44. Do you have a budget estimate for 2016, and if so, what is it?

No.

45. When did this contract last go out for bid?

ECMCC does not have this information available at this time.

46. What are the total monthly hours provided – per specialty – for this contract?

This fluctuates but we utilize RNs and LPNs the most.

47. What are the total annual hours provided – per specialty – for this contract?

Again, this fluctuates.

48. Are there contract metrics that must be met?

There are no “metrics” that are not already included in the specs for the RFP, but the contractor will be required to enter into a final contract with ECMCC that spells out requirements (including legal requirements) in further detail.

49. ECMCC is seeking proposals from qualified vendors to provide staffing agency placement of candidates for direct care positions. So this opportunity is only for Direct Care Positions or you will add the vendors for other indirect Clinical positions as well such as Clinical, Non Clinical, IT, Non IT, and so on related positions as well?

This RFP is not for admin or clerical roles.

50. Page 3 / #8 / Can ECMCC please identify 12pt drug and alcohol screening components you request?

- Amphetamines
- Barbiturates
- Benzodiazepines
- Cannabinoids
- Cocaine Metabolites
- Methadone
- Methaqualone
- Opiates
- Oxycodone
- Phencyclidine
- Propoxyphene
- Ethanol
- PH
- Nitrite

51. Page 8/ #8.12 / Can ECMCC please revise verbiage to reflect mutual indemnification?

The RFP is not a contract; it is a request for proposals. ECMCC will not make revisions to its standard RFP documents upon request and respondents must be prepared to comply with the requirements of the RFP documents in order to participate in ECMCC’s RFP process.



52. Page 8 / #8.13 / Can ECMCC please clarify and provide details on contractors credentialing specifics, timeframes, and cost?

Please visit [www.symplr.com](http://www.symplr.com) for more info on ECMCC's credentialing requirements.

53. Page 8 / # 8.15 / As a privately held staffing company we do not guarantee any one private client the same or similar rates as other nationwide clients due to fluctuations in markets and demand for staff. Will ECMCC please delete this section in its entirety as it is in conflict with free trade and requirements of our GSA contract?

The RFP is not a contract; it is a request for proposals. ECMCC will not make revisions to its standard RFP documents upon request and respondents must be prepared to comply with the requirements of the RFP documents in order to participate in ECMCC's RFP process. As a condition to responding to this RFP, respondents must be prepared to offer similar pricing to what they offer other governmental and commercial consumers.

54. Page 8 / #8.17 / Can ECMCC add language that any price increase must be presented by the Contractor a minimum of 60-90 days in advance and requires the expressed written consent of both parties?

The RFP is not a contract; it is a request for proposals. ECMCC will not make revisions to its standard RFP documents upon request and respondents must be prepared to comply with the requirements of the RFP documents in order to participate in ECMCC's RFP process.

55. Staffing Agreement/ Exhibit C / Insurance Requirements / Can ECMCC please discuss if you can/will make changes that reflect the following exceptions?

- a. 1.6 / Change "named" as additional insured to "included" as additional insured
- b. 1.6 / Add "... relative to the sole negligence of Contractor" at the end of this section
- c. 1.10 / Revise this paragraph to read: "Cross-Liability. If the Contractor's General Liability, Automobile Liability and Umbrella Liability policies to not contain the standard ISO separation of insureds provision, or an equivalent clause, such policies shall be endorsed to provide cross-liability coverage."
- d. 1.11.1 / Change "named" as additional insured to "included" as additional insured
- e. 1.11.1 / Add "... relative to the sole negligence of Contractor" to the PNC requirement in this section
- f. 1.11.1 / Delete the last sentence in this section requesting Waiver of Subrogation

The RFP is not a contract; it is a request for proposals. ECMCC will not make revisions to its standard RFP documents upon request and respondents must be prepared to comply with the requirements of the RFP documents in order to participate in ECMCC's RFP process.

56. Page 9 / #8.19 / What alternate language can ECMCC propose that assures the awarded Contractor that all services authorized and procured by ECMCC will indeed be paid for according to contract terms and specified due dates?

ECMCC does not propose any alternate language other than this standard language based on applicable laws as a public benefit corporation.



57. Exhibit A / Can ECMCC delete this section in its entirety, SPECIFICALLY “and the Contractor shall be liable to ECMCC for liquidated or other appropriate damages, as set forth herein” as our Written Affirmative Action Programs are not made public to any unauthorized outside parties?  
**These requirements are mandated by New York State and cannot be removed.**
58. Exhibit F / Can ECMCC delete this section in its entirety as our Written Affirmative Action Programs are not made public to any unauthorized outside parties?  
**These requirements are mandated by New York State and cannot be removed.**
59. Staffing Agreement / #2.4 / Can ECMCC change language to represent that ECMCC is responsible for all on-site staff training as their own facilities?  
**Discussions on changes to the proposed staffing agreement will only be considered by ECMCC upon award to the successful respondent. In any event, respondents must be prepared to comply with the current draft of the agreement prior to responding to this RFP.**
60. Staffing Agreement / #7.0 / Can ECMCC change language to reflect mutual indemnification as Contractor cannot be responsible for actions by your representatives: Each Party shall be responsible, without limitation, for any damage caused to the other party, and shall indemnify, defend, and hold harmless such other party and its directors, officers, employees, agents, representatives, subsidiaries, affiliates, and assigns, from and against any and all losses, liabilities, judgments, awards, and/or costs (including, without limitation, reasonable legal fees and expenses) in any claim, action, suit, and/or proceeding arising out of, or in connection with, their performance under this Agreement and/or breach of the Business Association Agreement by the indemnifying party?  
**Discussions on changes to the proposed staffing agreement will only be considered by ECMCC upon award to the successful respondent. In any event, respondents must be prepared to comply with the current draft of the agreement prior to responding to this RFP.**
61. Staffing Agreement / #10.0 / Can ECMCC delete this entire section?  
**Discussions on changes to the proposed staffing agreement will only be considered by ECMCC upon award to the successful respondent. In any event, respondents must be prepared to comply with the current draft of the agreement prior to responding to this RFP.**
62. Staffing Agreement / Can ECMCC add contract language that discusses placement fees for assigned healthcare professionals ECMCC hires from Contracted Vendor?  
**Discussions on changes to the proposed staffing agreement will only be considered by ECMCC upon award to the successful respondent. In any event, respondents must be prepared to comply with the current draft of the agreement prior to responding to this RFP.**
63. Staffing Agreement / Can ECMCC add contract language that discusses non solicitation of each party’s staff and/or referred candidates?  
**Discussions on changes to the proposed staffing agreement will only be considered by ECMCC upon award to the successful respondent. In any event, respondents must be prepared to comply with the current draft of the agreement prior to responding to this RFP.**





64. What is the projected volume of services to be used annually per position, particularly RNs, LPNs, CNAs? Or what has been the volume utilized the past 2 years – in dollars or in hours – per position for RNs, LPNs, and CNAs?  
At this time, we do not know the projected volume of services. ECMCC is not disclosing this information at this time.
65. Do you staff 13-wk Travel Nurses or per diem RNs? If both, what percentage of each?  
Depends on need, we mainly do 8-13 week contracts with Nurses.
66. Who are the current vendors – listed in order of “most utilized” – and what are their rates?  
The incumbent vendor is Medical Staffing Network. ECMCC will not be disclosing information on their current rates at this time.
67. Can you clarify if the scope of work includes LT travel contracts?  
The scope of work would vary and be dependent on the availability of the temporary staffing available for the specific need.
68. Will you share billing rates from any incumbent staffing vendors?  
ECMCC will not be disclosing information on their current rates at this time.
69. Approximately how many positions do you intent to fill via this contract?  
This number will vary depending on current need.
70. How many staffing agencies will you select under this RFP process?  
ECMCC does not have a predetermined number of vendors that it plans to contract with.
71. We are a Women Minority Owned Enterprise certified by California Supplier Clearing House – CPUC and SWaM. Do we still need to use subcontractors and do we qualify for complete 30%?  
NYS Certification is the only certification accepted by ECMCC and in the case of a firm that is dually certified by the State of NY as an M & W you can self perform in one category and have to sub-contract out the remaining portion. (For example an MWBE Company with dual status can perform 15% of the work with that company being awarded essentially 85% of the contract as an MBE. The remaining 15% for the WBE will have to be contracted out to another firm.)
72. Is it mandatory for us to be NY State certified M/WBE to satisfy the total goal? Will you consider the certification from CPUC and SWaM? Kindly Clarify  
Please see the answer above.
73. Being a certified M/WBE do we still need to mention the names of the companies in the M/WBE utilization plan? Please suggest.



The Company Name, Federal ID, Classification, Detailed Description of the Work and the Dollar Value or Percentage for all firms performing work must be listed on the utilization plan. Please see answer to question #71 for further clarification.

74. Kindly clarify are we supposed to submit sample resumes as well with our RFP Response?

Yes, please submit sample resumes with your response.

75. What information do you want the vendor to present under section 5.1.5 –c- “Policy on fees for hire”

The vendor’s policy on the amount of time/hours a nurse has to put in with ECMCC under the contract before they can be considered for employment without a monetary penalty.

76. Do we need to submit the Staffing plan along with our response as stated in Exhibit A –Section C – Staffing Plan

The Staffing plan can be submitted upon award of the contract.

77. Please confirm are we supposed to fill and submit Minority And Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement

All documents that came with the RFP (with the exception of the Exhibit- E which applies to Non-Profits only) are expected to be filled out and returned with your RFP response.