

JUDICIAL COUNCIL OF CALIFORNIA

QUESTIONS AND ANSWERS (Revised)

RFP Number: HR-2016-03-ML Temporary Staffing Services

April 26, 2016

1. Who is the incumbent(s) and how long were they in service of the contract?

The current contract expires on June 23, 2016, and is not relevant to the current RFP solicitation; however, the Judicial Council's last Temporary Staffing Services agreement can be found here: <http://www.courts.ca.gov/procurementservices.htm>.

2. According to the Request for Proposal (RFP), the Judicial Council seeks to retain a primary, qualified temporary staffing agency. Will additional backup suppliers also be selected? If so, how many and what will be the criteria for the selection of the backup suppliers?

The Judicial Council is seeking to award one firm a master agreement and will rely on the firm to subcontract for hard-to-fill or specialized positions, if any.

3. What is the Judicial Council's historical usage and yearly spend of this contract during the past three (3) years?

The Judicial Council staffing needs vary from year to year and as stated in RFP Page 2, Section 1.2.3, the Judicial Council does not guarantee that an agency will receive a specific volume of work, a specific contract amount, or a specific order value under any master agreement executed pursuant to this RFP. Additionally, there will be no limit on the number or orders any of the Judicial Branch Entities (JBEs) defined in RFP Page 2, Section 1.2.4 may issue under a master agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders. This question is not relevant to the current RFP solicitation; however, instructions on submitting a formal request for Judicial Council records can be found here: <http://www.courts.ca.gov/publicrecords.htm>

4. Are Proposers required to bid on all positions (an all or nothing bid)?

Yes, the Proposer must bid on all positions.

5. What specific background checks and drug screenings are required for this RFP? Will Proposers be allowed to pass through the costs for drug screenings (at no additional markup) to the Judicial Council?

Due to the highly sensitive nature of the work conducted by state level judicial branch agencies, business necessity requires that investigation into criminal and motor vehicle convictions be conducted on all individual on assignment with any JBE to determine if any past criminal convictions exist. All JBEs are drug free workplaces, but drug screening is not required. No, Proposers will not be allowed to pass through the costs for drug screening to the Judicial Council.

6. Would Proposers be disqualified or adversely impacted during the evaluation process if they were to submit contractual redlines to the Judicial Council? Upon submission of redlines, would Proposers automatically lose all seven (7) points assigned for acceptance of terms and conditions?

Any changes proposed to Attachment 2, Master Agreement Terms and Conditions, will be evaluated and scored pursuant to the "Acceptance of the Terms and Conditions" criterion.

7. What are the Judicial Council's current bill rates and mark-up percentages for each of the listed positions in the RFP?

Current bill rates and mark-up percentages expire on June 23, 2016 and are not relevant to the current RFP solicitation; however, the Judicial Council's last Temporary Staffing Services agreement can be found here:

<http://www.courts.ca.gov/procurementservices.htm>

8. If government-mandated costs or expenses are enacted during the contract term, will Proposers be allowed to request rate increases to cover these higher rates?

Rates will not be adjusted after the agreement is signed.

9. With respect to the San Francisco Health Care Security Ordinance (HCSO) and the Affordable Care Act (ACA) costs, would the Judicial Council prefer these charges as a separate line item on the invoices, or instead incorporated directly into each Proposer's mark-up and bill rates? Please clarify.

Do not include as a separate line item. Proposer's bill rate are to be all-inclusive, with no additional charges.

10. If Proposers choose simply to e-mail the electronic version of the proposal to the Solicitations Mailbox, do they still have to submit the same electronic document within a USB memory stick/flash drive? Please confirm.

Yes, the Judicial Council requests that the Proposer submit a USB memory stick/flash drive of their proposal. Please refer to RFP page 7, Section 6.2.2 clearly states to submit an electronic version of the entire proposal on USB memory stick/flash drive.

11. Could the Judicial Council provide the contact information to be filled for Question #6 within Attachment 6 – Payee Data Record?

Please submit the completed form with your RFP response.

12. Question 7.4.3 on page 12 of the RFP mentions that Proposers must provide both actual temporary employee take-home pay rate and bill rate ranges. Pages 1 – 4 of Attachment 8: Pricing Sheet only allows take-home rates and subcontractor billing rates (which we assume is different from the actual “billing rate ranges” where the mark-up is already applied to the take-home rates) within the fields. Should Proposers still include the actual billing rate ranges in Attachment 8: Pricing Sheet? If so, how should Proposers include these billing rate ranges in the form?

Proposers are not required to submit the billing rate ranges. See Revision No. 1 to this RFP.

13. If Proposers do not work with subcontractors, are they still required to provide “the billing rate for any positions that would be subcontracted” and “subcontractor mark-up charge” in response to Part I: Take-Home Rates and/or Subcontractor Billing Rates and Question #3 within Part II: Mark-Up within Attachment 8: Pricing Sheet?

Refer to RFP Page 4, Section 2.3.5 in Description of Services states that if the selected vendor is unable to provide qualified candidates through their agency’s database and network of currently existing partners, to subcontract with a functional specific temporary staffing agency to provide qualified and/or specialized candidates needed on a timely basis.

Inability to subcontract with functional specific temporary staffing agencies, will be evaluated and scored pursuant to the “Ability to meet timing requirements to complete the project” criterion.

14. What is the average temp conversion ratio on a yearly basis?

Staffing needs vary from year to year, and are not relevant to the current RFP solicitation; however, instructions on submitting a formal request for Judicial Council records can be found here: <http://www.courts.ca.gov/publicrecords.htm>

15. Could the Judicial Council provide the historical usage for each job title listed in the RFP over the past three (3) years?

Staffing needs vary from year to year, and are not relevant to the current RFP solicitation; however, instructions on submitting a formal request for Judicial Council records can be found here: <http://www.courts.ca.gov/publicrecords.htm>

16. For each of the job title listed in the RFP, what is the average length of assignment?

Staffing needs vary from year to year, and are not relevant to the current RFP solicitation; however, instructions on submitting a formal request for Judicial Council records can be found here: <http://www.courts.ca.gov/publicrecords.htm> Note: the maximum timeframe an agency temporary worker may be on assignment with the Judicial Council is six months.

17. If temporary employees placed on assignment require special assistance (i.e. ADA accommodations), can those extra costs be billed back to the Judicial Council or are these costs required to be absorbed by the Proposer?

The Judicial Council provides for reasonable accommodations for temporary staff/consultants. The selected agency would work with the Judicial Council to provide for any reasonable accommodations. Extra costs will not be billed back to the Judicial Council.

It is at the proposer's discretion on how they would like to respond to this section which will be evaluated and scored pursuant to the "Quality of work plan submitted" and "Cost" criteria.

18. Section 6.2.1 within page 7 of the RFP requires proposers to submit "one (1) original and three (3) copies of the proposal" in which the "original technical proposal (and the copies thereof) must be submitted to the Judicial Council in a single sealed envelope, separate from the cost proposal." Does this instruction mean that the entire proposal in itself would be eight (8) total copies (four [4] technical proposal copies = one [1] original, three [3] copies, and four [4] cost proposal copies = one [1] original, three [3] copies)? How many total copies are required for the cost proposal?

Yes. Four [4] technical proposal copies = one [1] original, three [3] copies, and four [4] cost proposal copies = one [1] original, three [3] copies

19. Do the electronic versions of the technical and cost proposals need to be on a separate USB memory stick/flash drives as well (meaning two [2] USB memory sticks/flash drives need to be submitted to separate the technical and cost proposals)?

No, the Judicial Council requests that both the technical and cost proposal be submitted on one USB memory sticks/flash drives.

20. Changes to Attachment 2 Terms and Conditions Exhibit A Page A-1.

The indemnity states that the Contractor shall indemnify the Judicial Council from "all claims....in connection with the performance of this Master Agreement, and from any and all claims and losses accruing or resulting to any person...who may be injured or damaged by the Contractor or its agents or employees in the performance [emphasis supplied] of this Master Agreement." This is a very broad indemnity and not industry standard. The reason it is not industry standard is that while the Contractor is indeed supplying workers to JCC, JCC staff is supervising those workers. Therefore, it is unreasonable to hold the Contractor responsible for normal actions taken by our employees under the direction of JCC staff. In addition, the language is so broad that if JCC staff were to sexually or otherwise harass one of our employees, we would be forced to indemnify JCC from any fines levied against JCC for the action of its very own workers. The industry standard is for the Contractor to indemnify for the negligent actions of its workers. Therefore, would the JCC agree to revise its Indemnity to read as follows?

Any changes proposed to Attachment 2, Master Agreement Terms and Conditions, will be evaluated and scored pursuant to the "Acceptance of the Terms and Conditions" criterion.

All exceptions to Attachment 2, Master Agreement Terms and Conditions should be submitted with your response in a red-line version of Attachment 2.

21. Changes to Attachment 2 Terms and Conditions Exhibit B Page B-19 H.

You ask that all policies be endorsed to provide advanced written Notice to the JCC of cancellation within fifteen days. Industry standard is 30 days (which is more favorable to you). Would JCC be willing to alter the requirement from Notice within fifteen days to Notice at least 15 days in advance?

Any changes proposed to Attachment 2, Master Agreement Terms and Conditions, will be evaluated and scored pursuant to the "Acceptance of the Terms and Conditions" criterion.

All exceptions to Attachment 2, Master Agreement Terms and Conditions should be submitted with your response in a red-line version of Attachment 2.

22. Regarding Attachment 2 Terms and Conditions Exhibit C Page C-5 11B.

To improve efficiency and protect the environment, would the Judicial Council accept electronic pdf invoices rather than paper invoices as long as they had all the required information?

No, invoices must be submitted in the manner set forth in the Master Agreement.

23. We believe that it is important for the JCC to release not only the average sales over the last three years of the contract, but the actual sales for each of the past three years of the existing temporary staffing contract (including YTD sales for the current fiscal year that ends in June, 2016). The reason for this is that given the current situation at the JCC, the annual usage over the last two years at approximately \$400,000 a year has been dramatically lower than at the start of the contract, resulting in the average, while mathematically correct, not accurately reflecting the current run rate. Therefore, we feel it would be misleading to provide just an average because that would lead bidders to the impression that the current sales are higher than they actually have been running. Such a misconception could cause the successful bidder to take action against the bidding process after the award. Therefore, we would suggest that the JCC release the annual amounts per year in addition to the average over the three-year period.

There is no question here, however:

Our staffing needs vary from year to year and as stated in RFP Page 2, Section 1.2.3, the Judicial Council does not guarantee that an agency will receive a specific volume of work, a specific contract amount, or a specific order value under any master agreement executed pursuant to this RFP.

Additionally, there will be no limit on the number or orders any of the Judicial Branch Entities (JBEs) defined in RFP Page 2, Section 1.2.4 may issue under a master agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders.

This statement is not relevant to the current RFP solicitation.

24. Regarding ergonomics RFP, Item 7.1(e) (xxvi.) (regarding ergonomics)
In a change from the previous RFP, this RFP requires the staffing service take responsibility for issues related to specifying and providing workplace ergonomic furniture and equipment. Since the Judicial Council supplies and controls the work environment including specifying and purchasing computers, keyboards, phones, desks and chairs at which their staff and temporary staff work, and since access to the worksite is restricted, how would a staffing service be able to perform such evaluations and supply equipment? Even if a staffing service were able to gain access to the space to suggest some ergonomic changes, would the JCC be expecting the staffing service to then pay for the equipment specified which could range from one chair to hundreds of chairs and desks and other equipment? Given the possible range in needs, it would be impossible for a bidder to estimate the potential costs to work into the markup, without an estimate of the potential costs from the JCC. So please provide a hard estimate of the potential costs. Alternatively, if this has not really been an issue in the past, would the JCC agree to remove this requirement?

Any changes proposed to Attachment 2, Master Agreement Terms and Conditions, will be evaluated and scored pursuant to the “Acceptance of the Terms and Conditions” criterion.

All exceptions to Attachment 2, Master Agreement Terms and Conditions should be submitted with your response in a red-line version of Attachment 2.

It is at the proposer’s discretion on how they would like to respond to this section which will be evaluated and scored pursuant to the “Quality of work plan submitted” and “Cost” criteria.

25. Regarding Attachment 2 Terms and Conditions Exhibit C Page C-3 4G and Page C-4 8C
These sections indicate Billing Rates are to be all inclusive. However, as of January 1, 2017, employers of San Francisco employees will be responsible for paying 45% of regular wages for up to six-weeks of Paid Family Leave that can be taken by a parent in the year following the birth or adoption of a child. Since this is a brand new requirement that has not previously existed in San Francisco, there is no evidence from which to predict usage of Paid Family Leave or to predict the costs of this program that will be paid by employers of temporary staff. In addition, the Office of Labor Standards Enforcement has not yet provided guidance on several open questions regarding implementation. These conditions make including the cost of Paid Family Leave in the Billing Rates or markup impossible to do.
Therefore, because of the newness of this law and the extreme uncertainty associated with it, we request that the JCC allow the successful bidder to recover any potential costs related to this new Ordinance, by charging, for every hour a temporary worker assigned to the JCC takes as family leave under the ordinance 45% of the normal bill rate chargeable for such employee up to a maximum of six weeks of leave as provided under the Ordinance. In this way, the JCC would not be overpaying for Paid Family Leave that is never taken by employees, but instead would only pay costs on those employees who qualify and elect to use this new benefit.

Please refer to RFP, Section 7.5: Rates proposed must be inclusive of all burdened elements of cost, including but not limited to current local, city, or state ordinances, administrative costs, overhead expenditures, etc., or other elements of cost that may arise over the eventual master agreement’s term.

Additionally, any changes proposed to Attachment 2, Master Agreement Terms and Conditions, will be evaluated and scored pursuant to the “Acceptance of the Terms and Conditions” criterion. All exceptions to Attachment 2, Master Agreement Terms and Conditions should be submitted with your response in a red-line version of Attachment 2.

26. Attachment 2 Terms and Conditions Exhibit C Page C-3 4G and Page C-4 8C
As is illustrated by the emergence of the Paid Family Leave legislation and the upcoming increase in the minimum wage, there is a concern in giving a fixed price for three years without any ability to adjust the price based on changes in costs due to new or increased government mandates. Therefore, would the Judicial Council agree to enter into good faith negotiations to adjust the markup only in the case that during the term a new or increased government mandate is implemented?

No, mark-ups will not be adjusted after the agreement is signed.

27. The amount listed in the RFP of \$700,000 per year in temporary spend: How many resources would this consist of?

Per Temporary Staffing Services, RFP No: HR-2016-03-ML, Part 1.0 Background Information, Section 1.2 Objective, Subsection 1.2.3: Over the last four years, the Judicial Council has averaged expending \$700,000 per year for temporary staffing services. Our staffing needs vary from year to year and as stated in RFP Page 2, Section 1.2.3, the Judicial Council does not guarantee that an agency will receive a specific volume of work, a specific contract amount, or a specific order value under any master agreement executed pursuant to this RFP.

Additionally, there will be no limit on the number of orders that any JBEs defined in RFP Page 2, Section 1.2.4 may issue under a master agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders. This question is not relevant to the current RFP solicitation; however, instructions on submitting a formal request for Judicial Council records can be found here: <http://www.courts.ca.gov/publicrecords.htm>.

28. How many temporary workers were hired for NON-IT in 2015?
Staffing needs vary from year to year, and are not relevant to the current RFP solicitation; however, instructions on submitting a formal request for Judicial Council records can be found here: <http://www.courts.ca.gov/publicrecords.htm>

The Judicial Council has the following number of current temporary requests (open work orders) for representation:

Administrative Assistant I	1
Administrative Assistant II	2
Administrative Assistant IV	4
Analyst I	2
Analyst II	2

Systems Technician II	1
Contract Specialist III	4

29. Please provide a breakdown of the spend by job title.

The Judicial Council does not track this information.

30. We got the details of yearly expenditure of current contract, is there any changes in budget limitations for upcoming services?

Per Temporary Staffing Services, RFP No: HR-2016-03-ML, Part 1.0 Background Information, Section 1.2 Objective, Subsection 1.2.3: Over the last four years, the Judicial Council has averaged expending \$700,000 per year for temporary staffing services. Our staffing needs vary from year to year and as stated in RFP Page 2, Section 1.2.3, the Judicial Council does not guarantee that an agency will receive a specific volume of work, a specific contract amount, or a specific order value under any master agreement executed pursuant to this RFP. Additionally, there will be no limit on the number or orders any of the Judicial Branch Entities (JBEs) defined in RFP Page 2, Section 1.2.4 may issue under a master agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders.

A JBE's availability of funds can change at any given time. See Attachment 2, Master Agreement Terms and Conditions, Page B-9, Section 5, Participation JBE's Obligation Subject to Availability of Funds.

31. How many temps do you have currently?

The Judicial Council Staffing needs vary from year to year, and are not relevant to the current RFP solicitation; however, instructions on submitting a formal request for Judicial Council records can be found here: <http://www.courts.ca.gov/publicrecords.htm>

We have the following number of current temporary requests (open work orders) for representation:

Administrative Assistant I	1
Administrative Assistant II	2
Administrative Assistant IV	4
Analyst I	2
Analyst II	2
Systems Technician II	1
Contract Specialist III	4

32. Why is the RFP for temporary staffing services being released (i.e. what prompted the RFP)?

The current agreement expires on June 23, 2016.

33. What has changed since the last time the Judicial Council of California went to bid for temporary staffing (i.e. areas of improvement from current vendors)?

This information is not relevant to the current RFP solicitation.

34. How many vendors does the Judicial Council of California currently have for temporary staffing?

One.

35. Are you looking for solely contract staffing or also contract-to-hire and direct placement staffing?

Currently, the Judicial Council is primarily seeking contract staffing, however depending on the staffing needs, the Judicial Council may consider direct placement.

36. Do you have any hiring ramps to support a busy season or project?

No.

37. What is the process for a position to be filled (i.e. who releases it, expectations around how to submit resumes, etc.)?

This process will be determined based on selection of the successful vendor.

38. Once a position is released, are agencies allowed to speak with hiring manager to fully qualify position?

This information is not relevant to the current RFP solicitation.

39. What are the top initiatives for the Judicial Council of California this year? This helps us better understand your business.

Please refer to: <http://www.courts.ca.gov/3045.htm>

40. Who makes the decisions on which agencies are selected?

The selection committee is comprised of members of Judicial Council management.

41. Are there any surety/bid/performance bonds required for this contract?

No.

42. Could the Judicial Council provide a list detailing the laws, regulations, statues and ordinances that regulate the performance of the resultant contract (i.e., Living Wage Ordinance, Prevailing Wage, SCA, HSCO, ACA, etc.)?

The Judicial Council cannot provide a comprehensive list of all laws, regulations, statutes, and ordinances that may apply to the contract. A non-exhaustive list of some applicable laws are identified in the required contractor certifications (see Attachment 2 to RFP, Exhibit B, Section 35). Proposer should consult with their own legal counsel regarding all applicable laws, regulations, statutes, and ordinances.

43. Please confirm that the use of an approved Business Utilization Plan on file with the California DGS is not applicable for qualifying DVBE Incentive for this opportunity (regarding non-IT services).

A Business Utilization Plan is not applicable to this RFP for non-IT services.

END OF QUESTIONS AND ANSWERS