

JUDICIAL COUNCIL OF CALIFORNIA

QUESTIONS AND ANSWERS

HR-2019-03-LB

Master Agreements for Temporary Staffing Services

April 8, 2019

1. We are interested in pursuing and wanted to ask if you have any information on how much the spend was in 2018 calendar year?

ANSWER: As stated in the RFP on page 1, Section 2 Purpose of this RFP, number 2.3, "Over the last three years, the Judicial Council has averaged expending \$522,599 per year for temporary staffing services. However, the Judicial Council does not guarantee that master service agreement awardees will receive a specific volume of work, a specific total 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 Temporary Agency Staff Work Orders & Exemption ("Work Order(s)") the Participants may issue under a master agreement, nor will there be any specific limitations on the quantity, minimum and/or maximum value of the individual Work Orders."

2. Or the anticipated spend for this RFP in 2019?

ANSWER: See response to question number 1.

3. Also, are you looking to have a VMS (Vendor Management System) to help manager multiple suppliers under the Master Agreement?

ANSWER: No. The Judicial Council expects to primarily provide work orders to applicable MSA holders via email.

4. Who is/are the current vendor/s?

ANSWER: Apple One

5. What are the bill and pay rates under the current contract?

ANSWER: Current bill rates and mark-up percentages expire on June 23, 2019 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>

6. What is the annual budget over the term of the new contract?

ANSWER: See response to question number 1.

7. How much was spent on temporary staffing services in 2016, 2017 and 2018 YTD (for the services requested under this RFP)?

ANSWER: See response to question number 1.

8. How many temporary employees are currently utilized?

ANSWER: As of April 2, 2019 there are 17 work orders approved for temporary staffing.

9. What is the estimated need of hours per week for temp staff?

ANSWER: The work order will determine how many hours per week a specific assignment will require. Typically, fulltime, 40 hours per week; work orders may also be approved for part-time hours.

10. Will this contract require the payrolling of current employees?

ANSWER: Yes, potentially. Attachment 11, Pricing Submission Part I – Schedule 2 – Conversion Salary Rates requests the bidder provide rates for converting current temporary staff effective June 24, 2019. A list of classifications for approved work orders is provided in the RFP.

11. Are there any subcontracting goals/requirements for this contract?

ANSWER: No. It is expected that the successful vendors will proactively subcontract with other vendors if they are unable to provide qualified candidates to our work orders based on the timeline established on the work order. All vendors are also required to follow the requirements agreed to in our contract.

12. Can an MBE (Minority Business Enterprise) / Minority firm self-satisfy the subcontract goals?

ANSWER: The use of subcontractors is not required. See item 3.7 of the RFP “Master Agreement holders may use the services of pre-approved Subcontractors in order to fulfill temporary staffing positions on a timely basis.”

13. Are vendors required to have a local office or will out-of-state vendors be considered?

ANSWER: Out of state bidders will not be disqualified. However, the bidder must be licensed to do business in the state of California, be able to pay temporary staff and pay California payroll taxes, and must fulfill all obligations identified in the RFP and the final contract. The bidder’s response to the RFP will allow them to describe their process of placing temporary staff with regard to judicial branch locations throughout California.

14. Is a CA business registration required?

ANSWER: See response to question number 13.

15. Is this an SCA (**Service Contract Act**) contract?

ANSWER: No. The McNamara-O'Hara Service Contract Act (SCA) covers prime contracts of over \$2,500 entered into by the federal government and the District of Columbia. The master services agreements awarded will cover work orders from the Judicial Council of California and/or from California judicial branch entities, i.e. State government, not federal.

16. Is there any mandated PTO or Supplemental benefits/ Living Wage/ Prevailing Wage?

ANSWER: No, these items are not mandated. However, these items are factored into overall scores.

17. What is the average turnover rate per each position/how long to assignments last generally?

ANSWER: Each work order will dictate the length of the assignment and each work order would not exceed 6-months, maximum.

18. Are the positions going to be subject to any minimum wage increases over the course of the contract?

ANSWER: No. Bidders should factor in increases, if any, from the initial term year to the option years 1 and 2.

19. What are the WC codes/job descriptions of each category?

ANSWER: WC codes are not known. Classification titles and descriptions are listed in Attachment 2 Master Agreement, Appendix E.

20. Do we have to bid on all of the titles?

ANSWER: No. The RFP stipulates that bidders may provide rates on any or all classifications listed according to the bidder's expertise, business specialty, etc.

21. Who is responsible to pay for background etc. checks?

ANSWER: It is expected that the bidder pay for background checks initially, and pass the expense, at cost, with no mark-up, to the Judicial Council or JBE through the invoice process.

22. In Attachment 10-B, Part I, Question #3: What is meant by "retention rate for temporary personnel"?

ANSWER: This item refers to the bidder's ability to retain temporary staff through the end of placements, and the bidder's ability to subsequently place temporary staff with new clients, i.e. has the bidder had success with keeping quality temporary talent and placing them with multiple clients?

23. Where can Exhibit B (as referenced in Attachment 10-D) be found for review?

ANSWER: Exhibit B should be changed to read Attachment 2 – Master Agreement.

24. Regarding Attachment 10-E, Part II: What form/manner of financial reports is desired or required in accordance with this request?

ANSWER: There is no specific format, as long as the bidder provides the requested information.

25. In Attachment 11, what is the reason for the multiple schedules, as all of the schedules seem to host the same content?

ANSWER: Different pricing is expected in each schedule. Please refer to Attachment 2 Master Agreement, Appendix D for Defined Terms. Billing Rate, Contractor Mark-up, Salary Rate, Conversion Salary Rate, JBE Referral Mark-up, and Subcontractor Billing Rate, Subcontractor Mark-up will be defined there.

26. What is the difference between these schedules?

ANSWER: See response to question 25.

27. In Attachment 11, what is the meaning of the headings "Rates - Initial Term," "Rates - 1st Option Term," and "Rates - 2nd Option Term"?

ANSWER: The initial term of the master services agreement is June 24, 2019 through June 23, 2020. The Judicial Council, at its sole discretion, may authorize an extension of the contract for up to two additional option years. The first option year would be June 24, 2020 through June 23, 2021 and the second option year would be June 24, 2021 through June 23, 2022.

28. RFP Section 2.1 The RFP states that the JCC is seeking to retain multiple qualified temporary staffing suppliers. This is a departure from the current and past two RFP's where only one vendor (along with qualified subs) were selected. Why is there a change?

ANSWER: Competition for top talent in the current labor market.

29. RFP Section 4.0 The RFP indicates that existing workers will be transitioned to a supplier or suppliers under a new Master Agreement. How will the decision be made as to which of the suppliers awarded a new Master Agreement will receive the transitioned workers?

ANSWER: A temporary staff member would be required to choose from the firms awarded an MSA contract in order to continue to provide temporary work for the Judicial Council and/or participating JBE. They may also elect to no longer work with the Judicial Council and/or participating JBE. Or the company they currently work for is awarded an MSA contract, allowing the temporary staff member to remain under their current employment agreement and associated work order.

30. RFP Section 11 May a staffing firm qualify for this incentive if it will attempt to utilize temporaries on the contract who are veterans (as long as they are selected by JCC supervisors)?

ANSWER: No. This incentive applies to the bidder.

31. Since some titles are IT related, is this solicitation considered an IT solicitation allowing a BUP to qualify for the DVBE incentive?

ANSWER: No. This is not an IT Solicitation.

32. Master Agreement Appendix A Section 1.8 We have an electronic ordering system which would accept orders for Work in the format specified as Appendix H in this RFP and makes the ordering process more efficient. As long as the form used electronically mimics the form required by the JCC in hard copy, will we be able to require all orders to be placed through our electronic system?

ANSWER: See response to question number 3.

33. Master Agreement Appendix A Section 3.1A.4. In what form / method should daily follow up be provided?

ANSWER: No specific form of communication is required. Some form of regular communication is necessary, i.e. a daily email of efforts to fulfill work orders would be one example.

34. Master Agreement, Appendix A Section 4 This section states that if the JBE rejects a service it must be corrected at no cost to the JBE. This is different from the guarantee terms of the RFP, which state that if on the first day of an assignment a JBE finds a worker unsatisfactory and notifies the Vendor, then the worker will be replaced and there will be no charge for the hours work in that day. Would they JCC clarify that the correction of the deficiencies stated in this section is limited to the terms of the first day guarantee?

ANSWER: See Attachment 10-D for proposing any changes to the Master Agreement.

35. Master Agreement Appendix B Section 1 This section indicates 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. 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, instead of having the Contractor estimate these potential costs by increasing their markup across all hours provided by all employees. 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.

ANSWER: See Attachment 10-D for proposing any changes to the Master Agreement.

36. Master Agreement Appendix B Section 1 This section indicates billing rates are fixed as per the attached pricing sheets. As is illustrated by the sudden emergence of the Paid Family Leave legislation in 2017 and the various increases in the minimum wage, there is a concern in giving a fixed price without any ability to adjust the price based on changes in costs due to new or increased government mandates. Therefore, would the JCC agree to enter into good faith negotiations to adjust the markup only in the case that during the term a new or increased government?

ANSWER: See Attachment 10-D for proposing any changes to the Master Agreement.

37. Master Agreement Appendix B Section 3.2 Since most of the billing rate is paid directly to the temporary worker or employment taxes, withholding 10% of each payment would be a hardship to our firm. Will the JCC agree that there will be no 10% withholding option under this contract?

ANSWER: See Attachment 10-D for proposing any changes to the Master Agreement.

38. Master Agreement, Appendix C Section 4(ii) This clause is very broad and would require the Contractor to indemnify claims based on legitimate acts of its employees, for example, rightfully filing a claim of harassment against a JBE supervisor and receiving an award. We ask that the JCC limit this indemnity to "negligent acts" not all acts.

ANSWER: See Attachment 10-D for proposing any changes to the Master Agreement.

39. Master Agreement Appendix C Section 10. The section states several provisions which are applicable at various contract dollar amounts. Would the applicability be determined by the number of contractors chosen divided by the total contract amount or by the overall contract amount regardless of how many contractors are selected? In addition, in section 2.3 of the temporary staffing services addendum, JCC states that although the average annual spend is \$522,599, "the Judicial Council does not guarantee that master agreement awardees will receive a specific volume of work, a specific total contract amount, or a specific order value under any master agreement executed pursuant to this RFP." Therefore, by what criteria will the contract amount be determined?

ANSWER: By the overall contract amount regardless of how many contractors are selected. Contract amount is determined by the Work Orders issued to contractor.

40. Master Agreement Appendix C Section 11.1 While we understand the JBE's desire to ensure that the temporary employees are viewed as employees of the Contractor and not the JBE, there is one situation where a joint-employer relationship is desirable because it would protect the JBE. This is in the case of workers' compensation. Since workers' compensation only prevents employees from suing their employer for work place injuries, if the JBE did not agree to consider itself a joint employer for workers' compensation purposes only, a temporary employee could injure themselves on a JBE worksite and sue the JBE for his/her injuries. That would not be true if the JBE were considered a special employer for workers' compensation purposes only. Therefore, would the JCC agree to amend this section to state that only for workers' compensation purposes, the Contractor would be considered the "general" employer and the JBE the "special" employer?

ANSWER: No. The JCC will not agree to amend this section.

41. Master Agreement Appendix G Form B Part III. It is likely that many former employers, under the advice of their attorneys, will not complete Part III for fear of law suits. When we complete these forms, will the JCC accept NA as an answer for any questions not completed by the referrer?

ANSWER: The reference form represents ideal information to be gathered if all questions are responded to. If a reference contacted refuses to respond to any question, or the entire section, for any reason, the bidder's representative should note that fact for the Judicial Council of California or participating JBE.

42. Master Agreement Appendix G Form C Our company receives its orders electronically through a password protected portal rather than via email or fax. 1) If we recreated Form C in our online order system, would the JCC agree that all orders would be placed through our system. 2) would the JCC consider utilizing our system for other Contractors selected? We could charge a fee to the other Contractors for use of the system the way it is done in private industry where one vendor provides "Vendor Management Software" for use by other vendors in addition to itself.

ANSWER: 1) See response to question number 3. 2) The Judicial Council cannot stipulate that bidders awarded master service contracts utilize another bidder's system, whether paid or free of charge. That type of request would have been required to be included as part of this RFP.

43. This RFP # HR-2019-03-LB new bid or renewal of Existing contract?

ANSWER: New bid.

44. Resumes: Do we need to submit resumes for all the positions listed in the solicitation at the time of submission of RFP?

ANSWER: The RFP response should include resumes from the bidder's key staff. No resumes of temporary staff are expected until after master service agreements have been awarded and specific work orders are issued.

45. How many vendors will the State intend to award the contract to?

ANSWER: It is the intent to award multiple contracts, but no specific number has been identified. See Section 2.1 of the RFP; "Multiple qualified temporary staffing suppliers".

46. Is this RFP awarded to single company or multiple companies?

ANSWER: See response to question number 45.

47. What is the total Budget for this contract?

ANSWER: See response to question number 1.

48. Who are the current vendors?

ANSWER: See response to question number 4.

49. Can you share a copy of the current incumbent's contract, along with hourly rates?

ANSWER: See response to question number 5.

50. Is there any preference for local vendors?

ANSWER: No preference for location. The ability to do business in the state of California is required, and the ability to place temporary staff throughout the state of California is required, and all vendors must fulfill all obligations identified in the RFP and the final contract.

51. Are potential offers required to provide cost information for all of the positions?

ANSWER: See response to question number 20.

52. Pricing: Can you clarify more about Schedule 1, 2, 3, 4, 5 and 6

ANSWER: Pricing rates requested are defined in Attachment 2 Master Agreement, Appendix D under Defined Terms.

53. How many vendors will be awarded?

ANSWER: See response to question number 45.

54. What is the estimated budget for this project?

ANSWER: See response to question number 1.

55. Is there an incumbent currently working on this project?

ANSWER: See response to question number 4.

56. Is this a new RFP or Re-Bid?

ANSWER: See response to question number 43.

57. This RFP is for awarded vendors those are awarded under Master agreement or anyone can do this?

ANSWER: Please refer to Section 2.0 of the RFP.

58. Is there any incumbent or not? If yes, please share their name?

ANSWER: See response to question number 4.

59. Please share the budget information?

ANSWER: See response to question number 1.

60. What is the anticipated annual and total spend for this contract?

ANSWER: See response to question number 1.

61. How many awards does the Judicial Council of California (JCC) anticipate making?

ANSWER: See response to question number 45.

62. If applicable, can JCC be utilized as one of respondents' three references?

ANSWER: The Judicial Council does not wish to be listed as a reference for any bidder.

63. What specific background checks and/or drug screens are required of the temporary staff?

ANSWER: See Attachment 2 Master Service Agreement, Appendix A, Section 3, C, number 2: "The Contractor will verify the prospective candidates' employment information and references. The Contractor shall conduct personal background checks, including criminal background checks at the county level (e.g., counties of residence for the last seven years) and at the federal district level (e.g., Federal District Court, Northern California), on all prospective candidates within one week of beginning an Assignment under this Agreement. The actual cost for any background checks will be paid by the Judicial Council or Participating JBE from an Order."

64. To ensure FCRA compliance, is it our company's policy to provide Clients with an attestation of completion of background check pursuant to Clients' requirements, but not the actual results. Will JCC accept letters of attestation in lieu of actual background check results?

ANSWER: Yes, the Judicial Council and/or participating JBE will accept letters of attestation. The actual reports are not expected to be provided.

65. Will respondents be adversely impacted during the evaluation process if they were to submit exceptions to JCC's terms and conditions?

ANSWER: See Attachment 10 – D Proposal Requirements: "Proposers must either indicate acceptance of the Master Agreement Terms and Conditions, as set forth in Attachment 2, or clearly identify exceptions to the Master Agreement Terms and Conditions."

****NOTE** Attachment 10 Reference 10-D incorrectly refers to the Master Services Agreement as Attachment B. The Master Services Agreement should be referred to as Attachment 2, not Attachment B.**

66. With respect to Affordable Care Act (ACA) costs, would JCC prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondent's proposed rates? Please clarify.

ANSWER: Affordable Care Act (ACA) costs are not requested for purposes of this RFP. Pricing responses in Attachment 11 should include fully burdened costs.

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

ANSWER: See response to question number 35.

68. Does this bid/contract include bond requirements of any kind?

ANSWER: No. Insurance requirements are listed in Appendix C, Section 3.

69. Regarding the Conversion Period mentioned in the sample Master Agreement, how does the JCC determine the hours of work required to waive a fee? Is this number of hours negotiable?

ANSWER: The required hours would be up to the bidder to determine. The bidder's response is requested in Attachment 10, Part II – Invoicing Requirements, number 3. The Judicial Council and participating JBE's cannot pay conversion fees to any bidder awarded an MSA contract per the Judicial Branch Contracts Manual.

70. If Conversion Period hours are negotiable, where in the proposal should respondents include their preferred conversion terms?

ANSWER: Attachment 10, Part II – Invoicing Requirements, number 3.

71. Can JCC clarify who all the Conversion Salary Rates (Schedule 2 & 4) in Attachment 11 apply to?

ANSWER: See response to question number 25.

72. Do these rates apply only to the 10 position classifications listed in Section 4.0 of the RFP, EXISTING WORK ORDERS? Or does it also include future candidates who may be converted during the new contract, and thus all positions should be priced?

ANSWER: Yes, the classifications listed in Section 4.0 of the RFP are the existing work orders as of that date and represent current temporary staff that may need to be converted. The work orders that exist at the time of contracts being awarded on June 24, 2019 may be slightly different.

73. As per the RFP document it states that the "Qualification for the DVBE incentive is not mandatory". If vendor is a non-DVBE firm and doesn't have any plan to utilize DVBE firm as a sub-contractor, then is it mandatory to fill the "Attachment 8: DVBE Declaration" and provide the form with the Response?

ANSWER: No.

74. Refer to "Pricing Submission Part I – Schedule 2 – Conversion Salary Rates", Please define how the conversion rate will be calculated?

ANSWER: See response to question number 25.

75. How many temporary labor are working under this contract?

ANSWER: See response to question number 8.

76. What is the average length of the assignments?

ANSWER: See response to question number 17.

77. How many awards does the County is plan to make?

ANSWER: Unable to respond. No County is involved with regard to this RFP.

78. What are the positions that are most commonly contracted?

ANSWER: Administrative positions are most commonly contracted.

79. What is the average length of assignment?

ANSWER: See response to question number 17.

80. What percentage of contractors are converted to FTE?

ANSWER: 27%

81. Do we have direct access to hiring managers during the interview process?

ANSWER: During the process of filling specific work orders, direct communication with hiring managers is limited. However, arrangements for direct communication with hiring managers can be made through the HR / Project Manager.

82. How many open requisitions to you have per month?

ANSWER: Varies. Currently there are seven active, open work orders.

83. What is the estimated number of Proposers the JCC intends to award this RFP to?

ANSWER: See response to question number 45.

84. When the JCC releases a staffing request for a Job Classification, do all awarded Contractors receive the staffing request or only a certain amount determined by the JCC?

ANSWER: It is the Judicial Council's intent to award multiple master service agreement contracts. All of those firms that have provided pricing for specific classifications will receive the

work orders for those classifications and be given the opportunity to provide resumes of temporary staff that may provide the work detailed in the work order form. The hiring manager will interview and select a candidate, thus awarding a work order to a specific master service agreement holder.

85. Proposer is not considering using any Subcontractor(s) to assist in their staffing efforts for this RFP. Should Proposer however later find the need to use Subcontractor(s):
- would Proposer be allowed to add a Subcontractor(s) under its Master Agreement if awarded?
 - what would be the method of notifying the JCC?
 - how would JCC add Subcontractor(s) to the Master Agreement, i.e. with an Addendum?

ANSWER:

- See Master Service Agreement Appendix A, Section E regarding subcontractors.
- Email would be an acceptable method of notifying the JCC.
- No. See Master Service Agreement Appendix A, Section E.1

86. Attachment 2 – Master Agreement Terms and Conditions in several instances refers to “Exhibit D, Schedules”. We see “APPENDIX D, Defined Terms” and “ATTACHMENT 1 TO APPENDIX B, PRICING -SCHEDULES” however no “EXHIBIT” D, Schedules. Please clarify.

in Attachment 2 – Master Agreement Terms and Conditions, Appendix D, Defined Terms: “Conversion Salary Rate” refers to actual take-home hourly rate that the Contractor pays to Assigned Personnel for performing the work of an Assignment set forth in an Order, when such Assigned Personnel were converted to providing temporary services for the Contractor from the Judicial Council’s previous temporary staffing agency.

ANSWER: The reference to Exhibit D, Schedules should be changed to Attachment 1 to Appendix B, Pricing Schedules.

87. Under what circumstances would the “Conversion Salary Rate” differ from the “Salary Rate” of Assigned Personnel when such Assigned Personnel were converted to providing temporary services for the Contractor from the Judicial Council’s previous temporary staffing agency? Wouldn’t the “Conversion Salary Rate” be the same as the “Salary Rate” as we are mandated to pay Assigned Personnel with the same Job Classification the same pay?

ANSWER: The Judicial Council and participating JBE’s may expect to be charged a lower rate for temporary staff that the bidder did not source on their own. Temporary staff that would convert from the current master contract to a new contract are already known and do not need to be recruited or presented for review or interview with a hiring manager. For this reason, a separate pricing list was provided to give bidders an opportunity to show a proposed discount or lower rate.

88. Invoicing. In Attachment 2, Master Agreement Terms and Conditions, Appendix B, Paragraph 5, Invoicing and Payment: The Contractor shall submit an invoice for work provided and expenses incurred to the Judicial Council or appropriate Participating JBE, no more often than each Pay Period for each authorized Order;...

Question: Please define Contractor shall submit an invoice no more often than each Pay Period for each authorized Order; i.e. does Contractor invoice weekly, semi-monthly, bi-weekly, monthly, etc.?

ANSWER: Pay periods are not specifically defined, but monthly invoicing would be preferred.

89. Payment. The Judicial Council or Participating JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Services or Deliverables, in accordance with the terms of this Agreement and the applicable Participating Addendum. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor's obligations.

Question: Please define approximate time period the JCC determines acceptance of the applicable Services or Deliverable and the timely and satisfactory performance of Contractor's obligations.

ANSWER: See Master Service Agreement Appendix A, section 4 Acceptance or Rejection.

90. What are the JCC payment terms upon receipt of correct, itemized invoices from Contractor, i.e. net 30, 60 days?

ANSWER: Net 60 days.

91. How many vendors does JCC envision choosing?

ANSWER: See response to question number 45.

92. What is the approximate breakdown of spend across skill categories (% clerical, % professional)?

ANSWER: See response to question number 1.

93. What is the headcount breakdown across positions?

ANSWER: See below chart for an estimated breakdown of approved work orders since July 2016:

Position	# Filled	# Not Filled
Accountant III	1	
Accounting Clerk II	3	2
Accounting Clerk III	4	

Administrative Assistant I	5	
Administrative Assistant II	15	
Administrative Assistant III	8	
Administrative Assistant IV	7	
Analyst I	6	
Analyst II	6	
Analyst III	0	1
Contract Specialist II	3	
Contract Specialist III	2	
Data Entry Technician	7	
Editor	1	
Help Desk Assistant	1	
Office Clerk I	2	
Office Clerk III	2	
Totals:	73	3

94. What roles are most commonly staffed at JCC?

ANSWER: See response to question number 78.

95. Will JCC accept Net 30 payment terms?

ANSWER: See response to question number 90.

96. How many requisitions will JCC need for each role? (How many orders will JCC need at a time for each position in scope of this RFP)

ANSWER: There are no set minimum number of requisitions/work orders required.

97. What is the estimated ongoing headcount for temporary employees at each of your locations?

ANSWER: See response to question number 1.

98. Is JCC willing to provide a list of current pay rates or rate ranges for in-scope roles?

ANSWER: See response to question number 5.

99. What are your average time-to-fill rates?

ANSWER: If qualified applicants are provided, the Judicial Council tends to have a 1-2 week turnaround time for deciding which temp to bring on for assignment.

100. Are there any positions which tend to be challenging to fill?

ANSWER: The following position classifications tend to be challenging to fill:

- Analyst I – III
- Accounting Clerk I – III
- Contract Specialist I – III
- Labor & Employee Relations Analyst
- Administrative Assistant III – IV
- Help Desk Assistant
- Systems Technician I – II
- Graphic Designer

101. What is the average length of assignment?

ANSWER: See response to question number 17.

102. Can JCC provide any significant changes in business expected in the upcoming years that could impact labor spend or hiring volume?

ANSWER: No significant changes in business are known at this time, nor are any expected.

103. Will JCC consider vendors who require exceptions to the contract in order to support your business?

ANSWER: Yes, vendors who require exceptions will be considered. See Attachment 10-D – Proposer's Acceptance Of, or Exceptions To, Master Agreement Terms and Conditions.

104. What are JCC's primary business drivers and current pain points?

ANSWER: The Judicial Council Strategic plan can be found here:
<https://www.courts.ca.gov/3045.htm>

105. May vendor use subcontractors to assist in staffing positions outside of scope or geography?

ANSWER: Yes, the use of approved subcontractors is acceptable. Refer to Attachment 2 Master Agreement, Appendix A, Section E.

106. Does JCC have tenure limits for contingent labor? If so, how are they enforced?

ANSWER: See response to question number 17. Enforcement and tracking are the responsibility of HR staff of the Judicial Council of California.

107. Could JCC clarify what types of background/drug screens are required per position? Please provide your specific requirements for your drug and background check.

ANSWER: See response to question number 63.

108. Is there a JCC-specific vendor used for background/drug testing, or can the vendor utilize its own identified processes? If there is a specific vendor, what is the cost per test?

ANSWER: See response to question number 63.

109. What is JCC's existing internal time management process?

ANSWER: No timecard will be used to clock in or clock out. JCC or participating JBE supervisors will be responsible for tracking time manually. The temporary worker is expected to account for time worked accurately through the bidder's time management system. The JCC or participating JBE supervisor will approve time through the bidder's time management system, which will need to follow the requirements noted in the RFP

110. Please specify expectations for orientation prior to the start of a temporary worker's assignment. Please also define any ongoing training requirements and associated frequency of distribution?

ANSWER: It is expected that the vendor will provide an overview of the department culture, time management expectations, dress code, and other relevant information the Judicial Council provided about the assignment and/or specific department. The Judicial Council also expects

that any federal or state-mandated trainings will be provided by the vendor as required. The Judicial Council of California HR department or participating JBE will provide policy information to the firm supplying the temporary staffer prior to the start of an approved work order to set expectations. Additional information can be discussed during interviews and/or on the first day that an assignment begins.

111. Does JCC envision paying with a Purchasing Card?

ANSWER: No.

112. Will JCC accept a conversion schedule by percentage based on hours worked? Please clarify expectations for conversion opportunities.

ANSWER: See response to question number 69.

113. Are there additional transactional costs related to JCC's organization (e.g., program/VMS fees) we should take into account when assessing our pricing?

ANSWER: No additional transactional costs exist.

114. Please describe any overriding factors that tend to impact pay rates, length of assignments, or bill rates at your organization, such as federal/state acts and/or JCC guidelines?

ANSWER: The rates are dictated by what the bidder provides in their response to this RFP and the Judicial Council does not control what pricing the bidder will respond with. Length of assignments will be indicated on the work order, not to exceed a maximum of six months.

115. Does JCC have mandatory PTO for contingent labor? If so, what is the expectation and does JCC want this billed separately or factored into the markup/bill rate?

ANSWER: The Judicial Council of California seeks to know what the bidder's business policies and practices are, and does not have a requirement for mandatory PTO for contingent labor.

116. Will JCC be providing all equipment and work spaces needed for office-based positions?

ANSWER: The Judicial Council of California does not allow for remote work or work from home arrangements for temporary workers. Basic work space and equipment are provided. Any additional items, i.e. ergonomic related equipment, would be provided by the bidder / firm awarded a master services contract.

117. JCC specifies that vendor will supply ergonomic equipment: does this mean JCC will not provide seating, desks, etc.? Please clarify the extent of “ergonomic equipment” for vendor and JCC.

ANSWER: Basic work space and equipment are provided. Any specialty items related to the ergonomic or accommodation needs of the vendor’s employee would be the responsibility of the bidder / firm awarded a master services contract. The Judicial Council of California and participating JBE’s will not order equipment, related to ergonomics or other, for any temporary staff.

118. Pricing for certain positions is dependent upon facility and role evaluations. Will JCC allow for site visits/evaluations prior to the RFP deadline? If not, when will site visits be allowable?

ANSWER: No site visits prior to the Proposal deadline. Contractors who have been awarded a Master Agreement may contact JCC to arrange any necessary site visits.