

Temporary Staffing Services RFP Number: HRS-03-13-SS
Questions and Answers

1. May we get general bill rate ranges for Administrative temporary positions to get an idea of what parameters we can work within?

It is unclear why this information would be needed as current bill rates expire at the end of the fiscal year, which is June 30, 2013, and are not relevant to the current RFP solicitation; however, instructions on submitting a formal request for AOC records can be found here: <http://www.courts.ca.gov/publicrecords.htm>.

2. Would you please let me know if this is an RFP that is up for renewal or if it is a new RFP?

This RFP solicitation is new. The vendor awarded our current contract is eligible to submit a proposal for this solicitation, but there is no guarantee a specific vendor will be selected. All submissions will be considered equally.

3. Will AOC allow for adjustment in pricing when the Affordable Health Care Act takes effect in 2014?

Per Temporary Staffing Services, RFP No. HRS-03-13-SS, Part 7.0 Proposal Contents, Section 7.2 Cost Proposal, Subsection 7.2.3: *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.*

4. Can the AOC please provide a detailed list of locations and addresses that are within scope of this RFP?

Primary locations are noted, but are not limited to, below:

**ADMINISTRATIVE OFFICE OF THE COURTS
SAN FRANCISCO OFFICE
455 Golden Gate Avenue
San Francisco, CA 94102-3688**

**ADMINISTRATIVE OFFICE OF THE COURTS
SACRAMENTO OFFICE
2860 Gateway Oaks Drive, Suite 400
Sacramento, California 95833-3509**

**ADMINISTRATIVE OFFICE OF THE COURTS
SACRAMENTO OFFICE
2255 North Ontario Street, Suite 200
Burbank, CA 91504**

**SUPREME COURT OF CALIFORNIA
350 McAllister Street
San Francisco, CA 94102-7421**

**OFFICE OF GOVERNMENTAL AFFAIRS
770 L Street, Suite 1240
Sacramento, CA 95814**

**HABEAS CORPUS RESOURCE CENTER (HCRC)
303 Second Street, Suite 400 South
San Francisco, CA 94107**

**COMMISSION ON JUDICIAL PERFORMANCE (CJP)
455 Golden Gate Avenue, Suite 14400
San Francisco, CA 94102**

**COURT OF APPEAL
FIRST APPELLATE DISTRICT
350 McAllister Street
San Francisco, CA 94102-7421**

**COURT OF APPEAL
SECOND APPELLATE DISTRICT
Division 1, 2, 3, 4, 5, 7, 8
300 South Spring Street, 3rd Floor
Los Angeles, CA 90013**

**COURT OF APPEAL
SECOND APPELLATE DISTRICT
Division 6
200 East Santa Clara
Ventura, CA 93001**

**COURT OF APPEAL
THIRD APPELLATE DISTRICT
621 Capitol Mall, 10th Floor
Sacramento, CA 95814**

**COURT OF APPEAL
FOURTH APPELLATE DISTRICT
Division 1
750 B Street, Suite 300
San Diego, CA 92101**

**COURT OF APPEAL
FOURTH APPELLATE DISTRICT
Division 2
3389 – 12th Street
Riverside, CA 92501**

**COURT OF APPEAL
FOURTH APPELLATE DISTRICT
Division 3
601 W. Santa Ana Blvd.
Santa Ana, CA 92701**

**COURT OF APPEAL
FIFTH APPELLATE DISTRICT
2424 Ventura Street
Fresno, CA 93721**

**COURT OF APPEAL
SIXTH APPELLATE DISTRICT
333 W. Santa Clara Street, #1060
San Jose, CA 95113**

5. Is this RFP intended to provide blanket court system coverage?

Although not intended for use by the various Superior Courts of California, occasional needs will arise in various cities throughout California.

Per Temporary Staffing Services, RFP No. HRS-03-13-SS, Part 1.0 Background Information, Section 1.2 Objective, Subsection 1.2.4: This RFP will cover temporary staffing service needs for the AOC headquartered in San Francisco, and its regional offices located in Burbank and Sacramento, California. However, occasional needs will arise in various cities throughout California. Judicial Branch Entities (collectively, “JBEs”), such as any of the California Appellate Courts, which includes the Supreme Court of California, the Administrative Office of the Courts, the Habeas Corpus Resource Center (“HCRC”), and the Commission on Judicial Performance (“CJP”) may opt to participate in the AOC’s temporary staffing services master agreement as their needs for temporary employees arise. The Courts of Appeal are located in San

Francisco, San Jose, Sacramento, Fresno, Los Angeles, Ventura, Riverside, Santa Ana, and San Diego.

6. Payee Data Record, STD 204 states that it is used “in lieu of IRS W-9”. May respondents provide form IRS W9 rather than STD 204?

Payee Data Record form, STD 204, is “required when receiving payment from the State of California in lieu of IRS W-9.” The instructions on the back of the STD 204 form further states “Payees who do not wish to complete the STD 204 may elect to not do business with the State.” For clarification, the Administrative Office of the Courts is an entity of the State of California, rather than a federal agency.

7. In addition to the required medical coverage and required sick leave, what other mandatory benefits do we need to provide talent placed as temporary workers?

It is at the Proposer’s discretion, subject to applicable local, city, federal or state requirements as to which mandatory benefits are required to be provided to temporary workers. Per Temporary Staffing Services, RFP No. HRS-03-13-SS, Part 7.0 Proposal Contents, Section 7.1 Technical Proposal, subparagraph e.xix: Provide written verification certifying that all temporary employees provided by your agency will be considered employees of your agency, or of your agency’s subcontractors, as applicable, and that your agency or your subcontractor will be responsible for maintaining, at all times, suitable minimum insurance coverage and all payroll taxes covering each person whose services you provide to the AOC or other JBEs.

In addition, please refer to: Temporary Staffing Services, RFP No. HRS-03-13-SS, Part 7.0 Proposal Contents, Section 7.2 Cost Proposal, Subsection 7.2.3: 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. The successful Proposer will be required to fully comply with, and be bound by the provisions of the San Francisco Health Care Security Ordinance (HCSO), as set forth in San Francisco Administrative Code Chapter 14, and the San Francisco Paid Sick Leave Ordinance, as set forth in San Francisco Administrative Code Chapter 12W. Subcontractors of the temporary agency should consult the San Francisco Administrative Code to determine their compliance obligations under these chapters.

8. Please provide specific background and drug screening requirements as well as identify what positions may require security clearance.

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 individuals 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. We do not have any temporary positions that will require specific security clearances.

9. What will be the payment terms to the vendor (i.e., 30, 60, 90) from AOC after the position has been filled?

The AOC will endeavor to process payment in a timely manner. Be advised, however, that payment is actually rendered by another California State agency, the State Controller's Office, once approved by the AOC.

10. Payment terms are indicated at being determined per assignment. Can this be clarified?

See answer to #9, above.

11. Section 1 of the RFP describes both a current service provider (1.2.1) and an internal HR Recruitment Team (1.4.2). Can the AOC please explain:

a. If the HR Recruitment Team manages the AOC's purchase orders, job descriptions, rate cards, etc.?

Yes, the AOC HR Recruitment Team along with the AOC Fiscal Services Office manage relevant documents pertaining to temporary staffing.

b. If the HR Recruitment Team manages the relationship with the current service provider?

Yes, the AOC HR Recruitment Team manages the relationship with the current service provider with continuous feedback from various users of the services (i.e., hiring managers and delegate staff).

- c. If the HR Recruitment Team and the current service provider both work on the same purchase orders?

Yes, both parties work on the same purchase orders. The purchase order must go through the proper approval process within the AOC (and Participating JBE, as relevant) before it is released to the service provider.

- d. If so, who receives the orders first? The HR Recruitment Team? The current service provider?

The purchase order must go through the proper approval process within the AOC before is the HR Recruitment Team releases it to the service provider.

- e. If the current service provider pays a management fee to the HR Recruitment Team?

No, no management fees are involved.

12. Section 1.4.2 states that the HR Recruitment Team provides “negotiated vendor rates” to the AOC. Is there a rate card or set of rates that respondents will be held to?

Section 1.4.2 is only meant to provide a description of general services that the HR Recruitment Team provides to all customers as means of background information. Reference to “negotiated vendor rates” applies to all HR managed contracts and not specifically meant to refer to any specific “rate cards” to which respondents will be held.

13. Section 2.3.5 states that the AOC requires that if the chosen temporary staffing agency is unable to provide qualified candidates, they should partner with a subcontracted temporary staffing agency. Can the AOC please confirm that respondents must bid on **all** skill sets in order to be selected?

Yes, all skill sets included in Attachment 8 Pricing Form must be bid on to be considered in the selection process for this solicitation.

14. Can the AOC please indicate what percentage of staffing needs are based in San Francisco and what percentage of needs are based in the regional offices or elsewhere?

Staffing needs vary from year to year, and are not relevant to the current RFP solicitation; however, most assignments have been located in San Francisco and Sacramento.

15. Which positions require contingent workers to travel?

Primarily it is the analyst positions as well as the facilities positions that may require workers to travel, but there may be times when travel is needed in other positions.

16. Do any positions require contingent workers to drive? If so, whose vehicle?

Yes, some positions require driving. Contingent workers may use their own vehicles or procure rental cars.

17. What percentage of time are contingent workers required to travel?

The answer to this question depends on the requirements of the specific assignment and the position or classification of the contingent worker.

18. Can the AOC please provide a breakdown of past spend by:

- a. Location? (i.e., San Francisco)
- b. Skill set?

This information would enable us to provide a relevant, accurate cost proposal (e.g., with regard to San Francisco-specific and skill set-specific cost burdens).

No, the AOC does not track this information.

19. For 7.2.2.2.2:

- a. Does 7.3 apply to 7.2.2.2.2 (background screenings will be billed back)?

The AOC will reimburse for all background checks conducted.

- b. Approximately how many of these types of placements does the AOC have:
 - i. Annually? **Varies from year to year.**
 - ii. Currently? **Two**
- c. Approximately what percent of the overall spend (as stated in 1.2.3) do these types of placements account for? **The AOC does not track this information.**

20. Can the AOC disclose rates with your current service provider?

No. Current bill rates expire at the end of the fiscal year, which is June 30, 2013, and are not relevant to the current RFP solicitation; however, instructions on submitting a formal records request can be found here:

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

21. (Proposer) will need more clarification on the specific job duties to determine indemnification need:

- Accounting Clerk II
- Accounting Clerk III
Will have check handling responsibilities – may need indemnity
- Administrative Assistant. III
- Administrative Assistant VI
Coordinate travel plans and may have access to credit card info.
- Accounting Clerk II
- Accounting Clerk III
Will have access to checks as well – may need indemnity

Consider Professional Services or Direct Hire:

- Accountant I
- Accountant II
- Accountant III
 - Financial records, reports, maintain cash flow analysis and grant related funding, regulatory compliance, review contracts for financials and sign off as accounting officer. Conduct site review etc.
- Contract Specialist I
- Contract Specialist II
- Contract Specialist III -
 - Provide training to staff, negotiate terms, pricing, and conditions with vendors, provide training to branch staff on negotiation techniques, knowledge on contract administration and termination etc.
 - Contract consultation, make policy recommendations, on contract matters, serve as expert resource on policy procedures etc.
- Attorney
- Labor and Employee Relations Analyst I, II & III
- Analyst
- Analyst III
- Research Technician
- Telecommunications Technician
- Library Technician

- Assistant Librarian
- Editor
- Graphic Designer
- Web Content Strategist
- Facilities Administrator I & II
- AV Systems Design Engineer

Specific job duties will vary by assignment. Exhibit F in Attachment 2 contains basic duties and minimum qualifications of the classifications. And, the AOC intends to contract for any of the classifications through the service provider for temporary working purposes, rather than as direct hires or separately contracted as professional services consultants.

22. **RFP Page 8 Section 7.1.c** Since many of our employees have been with us a long time and do not have formal resumes, may we instead include short bios on our internal staff showing their backgrounds and qualifications?

No, in RFP Page 8 Section 7.1.c, resumes have specifically been requested.

23. **RFP Page 9 Section 7.1.e.ix.** In your current contract, how long must the employee remain on the staffing service's payroll before you are allowed to put them onto your payroll without a fee?

Current rates and terms expire at the end of the fiscal year, which is June 30, 2013, and are not relevant to the current RFP solicitation; however, instructions on submitting a formal records request can be found here: <http://www.courts.ca.gov/publicrecords.htm>.

24. **RFP Page 13 Section 7.2.3** You ask that rates be all inclusive. However, the final regulations for the Affordable Care Act which becomes effective on January 1, 2014 have not yet been released. Rather than vendors having to assume the worst and include in their rates costs for covering all employees under the health care law, would AOC be willing to put in the contract that the Mark-ups may be adjusted after the term commences to reflect the increased costs of the Affordable Care Act when known?

Mark-ups will not be adjusted after the agreement is signed.

25. **Attachment 2 Terms and Conditions Exhibit A Page A-1** The indemnity states that the Contractor shall indemnify the AOC from "all claims....*in connection with* [emphasis supplied] 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 AOC, AOC 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 AOC staff. In addition, the language is so broad that if AOC staff were to sexually or otherwise harass one of our employees, we would be forced to indemnify AOC from any fines levied against AOC 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 AOC agree to revising its Indemnity to read as follows:

The Contractor shall indemnify, defend (with counsel satisfactory to the AOC), and save harmless the AOC and Participating JBE’s, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying work, Materials, Data, or services in connection with the negligent performance of this Master Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the negligent performance of this Master Agreement.

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

26. **Attachment 2 Terms and Conditions Exhibit B Page B-3 U.** You state that the JBE Referral Mark-up will be the contractor’s compensation for its services rendered under this Master Agreement. This mark-up up also covers the payroll tax expense for the referred employee, correct?

Yes. Payroll tax expenses should be included in your proposed Mark-up.

27. **Attachment 2 Terms and Conditions Exhibit B Page B-18 H** You ask that all policies be endorsed to provide advanced written Notice to the AOC of cancellation within fifteen days. Industry standard is 30 days (which is more favorable to you). Would AOC be willing to alter the requirement 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 Master Agreement Terms and Conditions” criterion.

28. **Attachment 2 Terms and Conditions Exhibit C Page C-3 5B** Are we correct in assuming that the amount paid to a Contractor to reimburse them for the costs of their Assigned Employees working overtime will be the normal billing rate for non overtime hours times an "Overtime Rate" or factor (which is currently undefined in the RFP)?

- a. Assuming we pay our employees 1.5 times their regular salary rate for each hour of OT they work, would the Overtime Rate be 1.5?
- b. And were they eligible for double time, would the Overtime Rate be 2.0?

Overtime rates are to be proposed in Part III of Attachment 8, Pricing Form.

29. **Attachment 2 Terms and Conditions Exhibit C Page C-5 11B** Would AOC accept electronic pdf invoices rather than paper invoices as long as they had all the required information?

No.

30. **Attachment 2 Terms and Conditions Exhibit C Page C-5 11C ii** Would AOC accept electronic time slips which are approved on line by supervisors through a password protected web portal and included with the electronically-sent invoices?

Yes. Electronic time slips are accepted, but must be printed and mailed with the paper invoices.

31. **Attachment 2 Terms and Conditions Exhibit D Schedule 2 Conversion Salary Rates Schedule:** This schedule is looking for take home pay rates and yet those are not provided in the RFP. Will these be provided after the contract is signed?

The AOC will fill in the TBD's set forth in Exhibit D Schedule 2, prior to executing the agreement.

32. **Attachment 2 Terms and Conditions Exhibit F** For each of the Classifications indicated, would you provide:

- a. The approximate number of individuals utilized in the past year.
- b. The total hours of service provided.
- c. A rough approximation of the percentage of usage by each of the AOC/JBE locations.

No. We have the following breakdown of active temporary staff (open work orders) for representation:

Accountant I	3
Accounting Clerk	2
Administrative Coordinator I	1
Administrative Coordinator II	1
App. Development (Analyst II)	1
Area Facility Analyst	8
Contract Specialist II	1
Contract Specialist III	5
Data Entry Clerk	1
Office Assistant	4
Receptionist	1
Secretary II	2
Sr. AV/Tech Analyst Systems Engineer	1
Staff Analyst I	4
Staff Analyst II	2
Staff Analyst II	1
Telecommunications Technician	1

33. Attachment 4 Vendor Payee Data—this only needs to be provided upon award, correct?

Per RFP section 7.1.g.iv, Proposals “must include in its proposal a completed and signed Payee Data Record Form (see Attachment 4), or provide a copy of a form previously submitted to the AOC.”

34. Attachment 8 Pricing Form Part I. You ask for the take home rate for each temporary employee job classification. Since pay rates or subcontractor billing rates might vary within each classification:

- a. Will you accept a range of pay rates rather than one single rate?

No, a single rate is requested.

- b. Alternatively, will the ultimate contract allow these rates to vary with the approval of the AOC/JBE order placer as long as the mark-up remains fixed?

No.

35. Attachment 8 Pricing Form Part I While we are strong in Northern California, we plan to subcontract all positions utilized in Southern California to a company we work with frequently.

- a. Since the RFP does not indicate which positions will be utilized in Southern California, how do we complete the column labeled “to be subcontracted” for each position? Should we indicate yes to each and every one because it could be subcontracted if it falls within Southern California? And would that hurt our score by having so many titles being shown as subcontracted?

Yes, note “yes” next to each position to be subcontracted. All temp classifications listed in Attachment 2 are available and may be utilized in all JBE locations.

Given that most assignments historically have been based in Northern California, it would be your business decision as to which classification you would propose to be subcontracted.

- b. Alternatively, may we provide two completely separate sheets, one showing the take home pay rate (for the Northern California positions we fill) and one showing the Subcontractor Billing Rate (for those positions we subcontract)?

No.

36. Attachment 8 Pricing Form Part I Do we need to disclose within the proposal the name of our proposed subcontracting firm(s)? If yes, may we add additional firms as needs arise throughout the contract term?

No.

37. Attachment 8 Pricing Form Parts I and II So we may provide as competitive a bid to AOC as possible, please provide the current Take-Home Pay Rates and the Subcontractor Bill Rates for each classification, along with the Contractor Mark-up, JBE Referral Mark-up and Subcontractor Mark-up. Alternatively, provide information on how this information can be accessed through a Freedom of Information Law request.

**Current bill rates expire at the end of the fiscal year, which is June 30, 2013, and are not relevant to the current RFP solicitation; however, instructions on submitting a formal request for AOC records can be found here:
<http://www.courts.ca.gov/publicrecords.htm>.**

38. Is the incumbent seeking a new contract or a multi-year extension?

Neither. The incumbent's agreement expires June 30, 2013; therefore, the AOC is soliciting proposals for a new award.

39. What were the Office of the Courts annual, contract staffing spend totals for the years:

a. 2010?

b. 2011?

c. 2012?

Per Temporary Staffing Services, RFP No. HRS-03-13-SS, Part 1.0 Background Information, Section 1.2 Objective, Subsection 1.2.3: Over the last five years, the AOC has averaged expending between \$1,500,000 to \$2,600,000 per year for temporary staffing services. However, the AOC does not guarantee that an agency 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 orders any of the JBEs defined in section 1.2.4, below, may issue under a master agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders.

40. How did the previous spend numbers break-down between administrative/professional hiring vs. legal skill-set hiring?

a. 2010?

b. 2011?

c. 2012?

The AOC does not track this information.

41. What is the anticipated Office of the Courts annual, contract staffing spend forecast totals for the years:

a. 2013?

b. 2014?

c. 2015?

We do not possess "future" spending forecasts for the next three years, but per Temporary Staffing Services, RFP No. HRS-03-13-SS, Part 1.0 Background Information, Section 1.2 Objective, Subsection 1.2.3: Over the last five years, the AOC has averaged

expending between \$1,500,000 to \$2,600,000 per year for temporary staffing services. However, the AOC does not guarantee that an agency 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 orders any of the JBEs defined in section 1.2.4, below, may issue under a master agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders.

42. Please provide the volume of contractors hired over the past 3 years on annual basis, subdivided by skill-set.

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

43. Please provide the forecasted volume of contractors to be hired over the next 3 years on annual basis, subdivided by skill-set.

We do not possess “future” spending forecasts for the next three years, but per Temporary Staffing Services, RFP No. HRS-03-13-SS, Part 1.0 Background Information, Section 1.2 Objective, Subsection 1.2.3: Over the last five years, the AOC has averaged expending between \$1,500,000 to \$2,600,000 per year for temporary staffing services. However, the AOC does not guarantee that an agency 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 orders any of the JBEs defined in section 1.2.4, below, may issue under a master agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders.

44. What performance metrics are currently being utilized to evaluate incumbent vendors?

Current providers are evaluated on such factors such as: on time-to-fill, quality of hire, cost per hire, customer service, placement rate, turnover rates, manager satisfaction, etc.

45. What performance metrics will be utilized to evaluate future vendors?

The same factors will be evaluated for future service providers (time-to-fill, quality of hire, cost per hire, customer service, placement rate, turnover rates, manager satisfaction, etc.

46. Do you have any seasonal or cyclical hiring surges? If so, what conditions or events cause the surge and can they be prepared for? When do the surges take place?

No.

47. The agreement displays your reference check template for candidates. (Proposer) already has existing templates that we have used successfully. Would you accept this template?

In order to remain consistent in our staffing practices, and since temporary staff have the ability to convert to regular full-time employment, we prefer to utilize our existing reference check template.

48. Is there a standardized timekeeping system that vendors must adhere to? Are you open to utilizing the timekeeping system of the awardee?

AOC does not use a standardized timekeeping system. Proposers should include a discussion of timekeeping system proposed as requested per RFP section 7.1.e xii.

49. Do contractors require a pre-employment drug test?

a. If so, is the drug-test billable to the client?

b. If so, what type of drug test must be executed (e.g. 5-panel, 10-panel, Hair Follicle, etc.)?

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 individuals 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.

50. Are there any additional factors, outside of the RFP's Evaluation Criteria, that will be taken into consideration for the program award?

No.

51. Is it the preference of the Office of Courts to sole source this program or to have multiple awardees?

a. If multiple, please describe how a Multiple Agency Contract (MAC) would operate, *e.g.* Task Order Based IDIQ, contractors responsible for specific skill-sets, simultaneous competitive order release, etc.

The AOC is seeking to award one service provide a master agreement and we will rely on that firm to subcontract for hard-to-fill or specialized positions. Refer to Temporary Staffing Services, RFP No. HRS-03-13-SS, Part 2.0 Description of Services, paragraph 1.

52. Will the bidder's business size or other status be taken into account during the award process?

Certain statuses will be considered in the evaluation process, such as Conflict of Interest, Darfur, and Iran Contracting certifications, financial solvency, qualifications to conduct business in California, business licenses, and other credentials.

53. Would the Office of Courts consider a Joint Venture or Teaming scenario where multiple operating companies bid together and divide work-share based on respective expertise?

The AOC would prefer prime contractor-subcontractor relationships; however, a joint venture or teaming agreement that clearly defines and delineates all roles, responsibilities, and liabilities, for inclusion into the AOC's master agreement, if awarded, may be considered.

54. Is it your intent to award the contract to a single supplier?

Yes.

55. Are we required to quote on all positions?

Yes.

56. Are we allowed to add additional lines to Attachment to accommodate different markups, i.e., clerical vs. professional?

No.

57. Can we provide pricing based on the different cities?

No.

58. The RFP document states that four copies of the invoice is required. Will AOC accept electronic invoicing?

No.

59. Attachment 5, Darfur Contracting Act Certification, was not included with the attachments. Can you please provide?

All the RFP attachments, including Attachment 5, are posted at <http://www.courts.ca.gov/21304.htm>. The form is attached in both MS Word and pdf versions.

60. Section 7.1.e.xiv asks that we identify the procedures and policies in regards to temporary employees working from home (if applicable). Are there specific roles where the employee is required to work from home? If yes, which roles and in what capacity?

This is not an option for contingent workers at the AOC, but we would like to know if the proposing agency has such policies or procedures in place for this situation and if so, what they are.

61. Is driving required for any of the positions? If so, can you please provide the position(s), purpose, and average distance the employee is required to drive?

Yes, some positions require driving. Contingent workers may use their own vehicles or procure rental cars. Driving requirements may vary greatly by the type of assignment and position involved, and as such, typical driving positions or average distances are not available.

62. Do any of the positions require driving an AOC vehicle?

No. Temporary employees are not authorized to drive California State vehicles.

63. With respect to making suggested changes to the contract, can you please provide examples of what you consider to be "material" changes?

Examples of material deviations are addressed in the Judicial Branch Contracting Manual at <http://www.courts.ca.gov/documents/jbcl-manual.pdf>. Concerning the provisions in Attachment 2, Master Agreement Terms and Conditions, which have been identified as "Minimum Terms": note that a proposal that takes a material exception (addition, deletion, or other modification) will be deemed non-responsive, as determined by the AOC, in its sole discretion.

64. The RFP states that travel may be necessary for some temporary employees. Can you please confirm which roles may require travel? What is the reason and extent of the travel?

Primarily it is the analyst positions as well as the facilities positions that may require workers to travel, but there may be times when travel is needed in other positions. The reason and extent of the travel would be based on the specific assignment.

65. The RFP also asks that we provide a sample advertisement for one of the job classifications. Does AOC allow agencies to disclose its name in advertisements?

It will vary by position and timing.

66. On page 7 of 15 of the RFP, under section 6.2.a & 6.2.b it states the following:

6.2.a states, "*The Proposer must submit **one (1) original and five (5) copies** of the technical proposal. The original must be signed by an authorized representative of the Proposer. The Proposer must write the RFP title and number on the outside of the **sealed** envelope.*"

6.2.b states, "*The Proposer must submit **one (1) original and five (5) copies** of the cost proposal. The original must be signed by an authorized representative of the Proposer. The original cost proposal (and the copies thereof) must be submitted to the **AOC in a single sealed envelope**, separate from the technical proposal. The Proposer must write the RFP title and number on the outside of the sealed envelope.*"

Our question is regarding the "envelope". Can the proposal be submitted in one package with six (6) 3 ring binders. One (1) original and five (5) copies of the technical proposal and (1) original and five (5) copies of the cost proposal? Each of the binders will be labeled with the RFP title and number on the outside cover. Or would the AOC prefer actual sealed envelopes not in a binder?

Submittal requirements clearly state that both technical and cost proposals must be submitted in separately sealed envelopes.