

# JUDICIAL COUNCIL OF CALIFORNIA

## QUESTIONS AND ANSWERS

### RFP Title: Master Agreements for Temporary Staffing Services RFP-HR-2024-18-LP

February 21, 2025

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1. **QUESTION:** Is this a new contract or renewal of an existing contract?

**ANSWER:** This is a renewal of existing contracts. Current and former contract holders are eligible to submit proposals for the new contract.

2. **QUESTION:** If there is an existing contract, could you please share the names of the current vendors and their pricing?

**ANSWER:** Current contract holders are Infojini Inc. and SearchPros Staffing, LLC. Current contracts are publicly visible on the courts website:  
<https://www.courts.ca.gov/procurementservices.htm>

3. **QUESTION:** What is the estimated budget for this contract?

**ANSWER:** Purchase orders for Judicial Council of California have been estimated at approximately \$300,000 annually. However, the spending of our judicial branch partners is unknown and is not included in this estimate.

Per RFP-HR-2024-18-LP, Section 2.0, Description of Services and Deliverables, paragraph 2.3, "The Judicial Council does not guarantee that Master Agreement awardees will receive a specific volume of work, a specific total Order Amount, or a specific total dollar amount 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. Further, per Judicial Council personnel policy, there is a six (6) month maximum for any temporary worker assignment. This means Assigned Temporary Personnel may not have an assignment lasting more than a six (6) month timeframe."

4. **QUESTION:** Is it mandatory to subcontract?

**ANSWER:** It is not mandatory to subcontract. It is expected that the successful vendors will proactively subcontract with other vendors if they are unable to provide qualified candidates to fill our Work Orders based on the timeline established on the Work Order. All subcontractors are also required to follow the requirements agreed to in the resulting Master Agreement.

5. **QUESTION:** In order to be considered responsive for this solicitation, is it mandatory to bid on all positions?

**ANSWER:** It is not mandatory to bid on all positions. See Attachment 10, Pricing Submission Form, Cost Proposal Requirements: "...Proposer is not required to provide rates for all Classification Titles listed below but must propose rates for all three (3)

potential term years (Initial Term, 1<sup>st</sup> Option Term, and 2<sup>nd</sup> Option Term). Proposer may provide rates for those Classification Titles that are part of their day-to-day business operations or part of their core business and that Proposer will accept requests to fill on behalf of a Judicial Council or Participating JBE.”

**6. QUESTION:** Is there a minimum number of hours required for the service?

**ANSWER:** The Work Order submitted by the Judicial Branch Entity (JBE) will include the total work hours expected within the temporary assignment.

**7. QUESTION:** What would be the number of awards you intend to give (approximate number)?

**ANSWER:** The Judicial Council of California intends to award two (2) Master Agreements as a result of this RFP. Refer to the RFP, Section 2.0, Description of Services and Deliverables, paragraph 2.1.

**8. QUESTION:** What are the estimated funds that are estimated to be allocated for this contract?

**ANSWER:** See response to Question #3.

**9. QUESTION:** Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?

**ANSWER:** See responses to Question #1 and #2.

**10. QUESTION:** Are there any pain points or issues with the current vendor(s)?

**ANSWER:** Contract holders have experienced difficulty when bidding pricing that they later determine to be too low to attract talent necessary to fill Work Orders. We will not renegotiate pricing during the course of the contract year(s). Please bid pricing that will allow your agency to deliver professional temporary talent for the duration of the contract.

**11. QUESTION:** Could you please share the previous spending on this contract, if any?

**ANSWER:** See response to Question #3.

**12. QUESTION:** Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?

**ANSWER:** See response to Question #4.

**13. QUESTION:** Can we submit the good faith efforts if we are unable to find a subcontractor?

**ANSWER:** See response to Question #4.

**14. QUESTION:** How many positions were used in the previous contract (approximate)?

**ANSWER:** The previous contract contained 47 classifications. This contract contains 46 classifications. The Nurse classification was removed from this RFP. Refer to Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix E, Classifications. Master Agreements such as this one do not require JBEs to work through the Judicial

Council for the purposes of procuring temporary support from the Master Agreement Holders; therefore, the table below includes the number of Work Orders filled for the Judicial Council only.

Position	2022-2023	2023-2024	2024-2025	Total
Accountant II	1			1
Accounting Clerk I	1			1
Accounting Clerk II			1	1
Administrative Assistant I	7		4	11
Administrative Assistant II	2	2	3	7
Administrative Assistant III	7	9	3	19
Administrative Assistant IV	1	2		3
Analyst I	10	7	10	27
Analyst II	1	1	1	3
Analyst III	15	7	9	31
Analyst IV	1	3	3	7
Attorney I			1	1
Attorney III	4	3	3	10
AV Systems Design Engineer I	1	2	2	5
General Maintenance Technician		2		2
Graphic Designer	2	2	2	6
Help Desk Assistant	1			1
Labor & Employee Relations Analyst I	2			2
Office Clerk I	1	1	1	3
Office Clerk II	1	2	1	4
Office Clerk III		2		2
Paralegal I	1	2		3
Systems Technician II	4	1	1	6
<b>Totals:</b>	<b>63</b>	<b>48</b>	<b>45</b>	<b>156</b>

**15. QUESTION:** How many positions will be required per year or throughout the contract term?

**ANSWER:** See response to Question #3. There is no requirement or guarantee.

**16. QUESTION:** If the resources we provide at the time of proposal submission are not available at the time of a potential contract award could vendors replace them with equally qualified resources?

**ANSWER:** Yes, that seems reasonable.

**17. QUESTION:** Can we provide hourly rate ranges in the price proposal?

**ANSWER:** Hourly rate ranges are acceptable; although, the Proposer must propose the maximum hourly rate for each classification that they bid on in the pricing schedules of Attachment 10, Pricing Submission Form. If proposing hourly rate ranges, the Proposer must include an explanation of how they would utilize a range rather than a specific rate.

**18. QUESTION:** Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?

**ANSWER:** Each Work Order will specify details of work location, hours, and duration of temporary assignment. There will be some requests for onsite work, hybrid, and remote.

**19. QUESTION:** Are resumes required at the time of proposal submission? If yes, do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

**ANSWER:** Resumes for proposed candidates are not required at the time of proposal submission. Submission of candidate resumes is required when a JBE submits a request to the Master Agreement Holder(s) for temporary personnel for an Assignment.

Note: Proposers are required to submit resumes for the Contractor's designated Key Staff with their proposals. Refer to Attachment 9-C.

**20. QUESTION:** Could you please provide the list of holidays?

**ANSWER:** The State Judicial Branch will observe the following holidays during the period of January 1, 2025, through December 31, 2025. Temporary staff assigned will not work on these holidays nor will they be paid for these holidays. Temporary staff are only paid for actual hours worked.

Wednesday, January 1 – New Year's Day  
Monday, January 20 – Dr. Martin Luther King Jr. Day  
Wednesday, February 12 – Lincoln's Birthday  
Monday, February 17 – President's Day  
Monday, March 31 – Cesar Chavez Day  
Monday, May 26 – Memorial Day  
Thursday, June 19 – Juneteenth  
Friday, July 4 – Independence Day  
Monday, September 1 – Labor Day  
Friday, September 26 – Native American Day  
Tuesday, November 11 – Veterans Day  
Thursday, November 27 – Thanksgiving Day  
Friday, November 28 – Day after Thanksgiving  
Thursday, December 25 – Christmas Day

**21. QUESTION:** Are there any mandated Paid Time Off, Vacation, etc.?

**ANSWER:** Time off would be mandated by local, state, and federal laws and regulations, i.e., San Francisco Paid Sick Leave. The Judicial Council and participating Judicial Branch Entities pay only for actual hours worked.

**22. QUESTION:** Is this a newly initiated project, or is it a continuation of an existing one?

**ANSWER:** See response to Question #1.

**23. QUESTION:** If it is ongoing, kindly provide the names of the current service providers/incumbent vendors?

**ANSWER:** See response to Question #2.

**24. QUESTION:** Could you provide details on the previous expenditure associated with this contract?

**ANSWER:** See response to Question #3.

**25. QUESTION:** Could you confirm if it is possible to obtain the proposals or pricing details of the incumbent vendors?

**ANSWER:** See response to Question #2.

**26. QUESTION:** Are there any specific challenges or issues currently being faced with the existing vendors?

**ANSWER:** See response to Question #10.

**27. QUESTION:** Can you clarify the expected number of awards for this solicitation?

**ANSWER:** See response to Question #7.

**28. QUESTION:** Is there any preference or priority given to local vendors for this contract?

**ANSWER:** No. We have successfully worked with vendors based outside of California.

**29. QUESTION:** How does the JCC define a successful partnership with its vendors?

**ANSWER:** A successful partnership would be mutually beneficial. Experienced vendors who are responsive and who can source and place talented individuals within the judicial branch. We commit to being responsive and paying our bills timely and providing opportunities for temporary work assignments.

**30. QUESTION:** What are the primary challenges or pain points the JCC has experienced when working with vendors?

**ANSWER:** See response to Question #10.

**31. QUESTION:** What are the top three improvements vendors could implement to enhance service delivery if awarded the RFP?

**ANSWER:** We are satisfied with the services provided by the current contract holders. Improvements are unknown and not specified.

**32. QUESTION:** Has the JCC faced recurring issues related to the quality or skill level of candidates provided? If so, what measures have been taken to address these concerns with vendors?

**ANSWER:** Nothing of note to share.

**33. QUESTION:** Attachment 10, Pricing Submission Form, Part I – Schedule 1 through Schedule 6. Would it be acceptable to provide a rate range, or is a single fixed rate required?

**ANSWER:** See response to Question #17.

- 34. QUESTION:** Could you please confirm whether vendors must be:
- Registered as a business in California (for both in-state and out-of-state companies)?
  - Enrolled in California's eProcure system to participate in this solicitation?
  - Compliant with any additional state or federal registration requirements to qualify for bidding?
  - Additionally, if registration is required, could you provide guidance on the necessary steps and any applicable deadlines?

**ANSWER:**

- Vendors must be registered to do business in the state of California. Refer to the RFP, Section 9.1, paragraph e, subparagraph vi.
- The Proposer is not required to have a Cal eProcure account to participate in this solicitation. Proposers awarded the Master Agreements will be added to the Financial Information System for California (FI\$Cal) in order for the Judicial Council to issue the contracts and purchase orders. A Payee Data Record Form (STD 204) is required with each proposal to gain status as an approved vendor in FI\$Cal.
- Proposers (and any subcontractors) must be in compliance with all laws, rules, and regulations applicable to Proposer's (and subcontractor's) business and services. The Proposer (and any subcontractor) is solely responsible for obtaining any and all business and professional licenses and permits and for complying with any applicable Federal or State laws, codes and regulations, and municipal ordinances, as necessary, for the performance of the Agreement and any Participating Addendum.
- See response to Question #34c. above.

- 35. QUESTION:** Could you expand on this RFP statement lease:

*The cost/fees proposed must be inclusive of personnel, materials, computer support, and overhead rates. The method of payment to the temporary staffing firm is anticipated to be the cost reimbursement*

**Q:** We understand that all cost are to be included in per diem rates, including the proposer's mark-up. Please confirm our understanding. In addition, could the cost reimbursement specification be clarified please?

**ANSWER:** Question is referencing Attachment 10, Pricing Submission Form, Cost Proposal Requirements, paragraph 3. The hourly rates proposed should be the maximum hourly rate for each of the classifications and considered all-inclusive of the temps placed, any materials, support, and overhead. There is no other type of reimbursement the agency should expect to receive for services.

- 36. QUESTION:** What is the estimated budget for this project?

**ANSWER:** See response to Question #3.

- 37. QUESTION:** What is the estimated headcount of temporary staff active currently under existing contracts?

**ANSWER:** See response to Question #3. The RFP also contains a list of active Work Order requests as of January 17, 2025. Refer to RFP, Section 4.0 Existing Work Orders. This list is also provided below.

Position Information/ Classification
Administrative Assistant I (2)
Accounting Clerk II (1)
Analyst I (5)
Analyst III (2)
Attorney I (1)
Attorney III (1)
Graphic Designer (1)
Office Clerk I, II, or III (2)

**38. QUESTION:** Is this a new initiative?

**ANSWER:** See response to Question #1.

**39. QUESTION:** Who are the current vendors and for how long have they served in this capacity?

**ANSWER:** See response to Question #2. Current contracts were awarded in 2022.

**40. QUESTION:** Can you share the name of the incumbent or historical data on spending?

**ANSWER:** See responses to Question #2 and #3.

**41. QUESTION:** Can you please confirm the most commonly filled position of this contract?

**ANSWER:** Analyst and Attorney classifications are most commonly requested. Administrative Assistant and Office Clerk classifications as well.

**42. QUESTION:** Are there any pain points or issues with the current vendor(s)?

**ANSWER:** See response to Question #10.

**43. QUESTION:** Is there any challenge fulfilling the needs of the city with the existing contracts for related services or any specific improvements you are looking for?

**ANSWER:** No. We are not fulfilling the needs of any city with the existing contracts. We are part of the judicial branch of the state of California.

**44. QUESTION:** Is it mandatory to bid on all the positions listed in Attachment 10?

**ANSWER:** See response to Question #5.

**45. QUESTION:** Is there any preference for local vendors based in San Francisco or Sacramento?

**ANSWER:** See response to Question #28.

**46. QUESTION:** Is there a mandatory subcontractor goal for this RFP? If so, could you specify the required categories?

**ANSWER:** See response to Question #4.

**47. QUESTION:** Is this a new contract or an existing one? If it is an existing contract, please provide the incumbent's name and budget.

**ANSWER:** See responses to Question #1 and #2.

**48. QUESTION:** Can you provide a list of required business licenses, professional certifications, or other mandatory credentials for subcontractors?

**ANSWER:** See responses to Question #34a. and #34c.

**49. QUESTION:** For reference, can we provide similar commercial client references?

**ANSWER:** Yes.

**50. QUESTION:** Can you share the Judicial Branch Entity (JBE) policies regarding overtime pay, holiday pay, emergency pay, and working on holidays?

**ANSWER:** See Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix B, paragraph 2.2, Overtime. Judicial Council and Participating JBE's abide by California law with regard to overtime payment. Overtime work must be approved by the JBE in advance and in writing before Overtime Pay will be considered an allowable charge under an order. Any overtime that is not approved in advance by the JBE will be the responsibility of the Contractor to pay.

See response to Question #20 regarding holiday pay and working on holidays.

Emergency pay is not defined under the terms and conditions of this contract.

**51. QUESTION:** What should be included under the following requirement: "Describe the process and standard timeframe for requesting any ad hoc reports your firm offers, along with a brief description of the report(s). Note: The Judicial Council's fiscal year runs from July 1 to June 30."

**ANSWER:** Judicial Council Human Resources will request reports from contract holders regarding temporary staff placed with any JBE. We would like to know your firm's capability to provide reports and access to data. How long would we need to wait to receive reports from your agency? Can we set an expectation to receive reports on a monthly, quarterly, or other time frame, or do we always have to make a specific request? What type of reports do you typically provide and what kind of data do you track that we could request? We may request reports that include data based on calendar year and/or our fiscal year.

**52. QUESTION:** What types of equipment will need to be provided under this contract? Please provide details.

**ANSWER:** Equipment needed to perform the basic duties and functions will be provided by the JBE. However, ergonomic evaluation and any required equipment that result from an ergonomic evaluation would be provided by the Contractor.



**53. QUESTION:** Does the Judicial Council provide any travel expenses for travel between Judicial Council offices or participating JBE offices?

**ANSWER:** Hiring supervisors/managers that complete a Work Order will include information on whether temporary staff would be expected to travel between office and/or court locations. Please see Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix B, paragraph 3.2, Limit on Travel Expenses and paragraph 4.3.F. If travel is expected or required, it would be stated in the corresponding Work Order.

**54. QUESTION:** Can we obtain responses from of previous incumbent?

**ANSWER:** See response to Question #2. To obtain additional information not available on the courts website, Contractors will need to submit a records request through Public Access to Judicial Administrative Records (PAJAR). Please refer to this link for more information on requesting records: [Public Records | Judicial Branch of California](#)

**55. QUESTION:** Can JBE specify that the markup is all-inclusive and will be applied to the pay rate provided by the customer?

**ANSWER:** The customer, meaning JBE, would not provide a pay rate. The Proposer will bid rates and mark up percentages. JBEs should not be charged an amount that exceeds these amounts and percentages.

**56. QUESTION:** What is the previous anticipated budget for this RFP?

**ANSWER:** See response to Question #3.

**57. QUESTION:** What would be the number of awards you intend to give (approximate number)?

**ANSWER:** See response to Question #7.

**58. QUESTION:** Can we do Subcontracting to fulfill the DVBE points. If yes, please provide the goal?

**ANSWER:** Yes. Refer to the RFP, Section 14.0, Disabled Veteran Business Enterprise Incentive. The maximum number of points added for the DVBE Incentive is 3 points.

**59. QUESTION:** Please provide us with an estimated NTE budget allocated for this contract?

**ANSWER:** See response to Question #3.

**60. QUESTION:** Are there any pain points or issues with the current vendor(s)?

**ANSWER:** See response to Question #10.

**61. QUESTION:** How many positions were used in the previous contract?

**ANSWER:** See response to Question #14.

**62. QUESTION:** How many positions will be required per year or throughout the contract term?

**ANSWER:** See responses to Question #3 and #14.

**63. QUESTION:** Why is your organization going out to bid?

**ANSWER:** California law dictates the procurement and contracting policies and procedures the Judicial Council of California must follow. As such, the Judicial Council conducts a standard competitive bidding process for temporary staffing services every three years.

**64. QUESTION:** What changes to your current contingent labor program will you make due to this RFP process?

**ANSWER:** No changes are expected.

**65. QUESTION:** What factors will you consider the most when making your final vendor selection?

**ANSWER:** Please see RFP, Section 11.0, Evaluation of Proposals and Attachment 1, Administrative Rules Governing RFPS, paragraph 8, Evaluation Process.

**66. QUESTION:** Is your expectation that the selected vendor will be the primary/sole supplier with exclusivity? If so, will you allow the selected supplier to utilize subcontractors for sites or skill sets outside their scope?

**ANSWER:** See response to Question #4 and #7.

**67. QUESTION:** Will you transition candidates from your current supplier to your new supplier? If so, how many people do you plan to transition?

**ANSWER:** Temps will be provided the opportunity to review information about new Master Agreement Holders, if any, and determine which agency they would prefer to sign up with. If their current employer is awarded a new contract, the temp would not transition. They would remain with the same agency. See response to Question #37 for a count of Work Orders.

**68. QUESTION:** Please provide detailed job descriptions for all roles.

**ANSWER:** See Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix E, Classifications.

**69. QUESTION:** Are contact center positions intended to be filled through this RFP? If so, under what job titles?

**ANSWER:** Administrative Assistant, Help Desk Assistant, and Office Clerk.

**70. QUESTION:** Please provide a full list of locations where work is to be performed within the scope of this RFP, including city, state and ZIP.

**ANSWER:** See RFP, Section 2.0, Description of Services and Deliverables, paragraph 2.4.

**71. QUESTION:** Please provide the average pay rates per position for the previous year?

**ANSWER:** See response to Question #2.

**72. QUESTION:** Please provide a breakdown of each site's annual usage (spend, hours, or headcount)?

**ANSWER:** See responses to Question #3 and #14.

**73. QUESTION:** Please outline your seasonal peaks, if any: what is the timeframe, and by what percentage does the staffing demand increase?

**ANSWER:** The branch does not have consistent seasonal peaks. There may be deadlines around calendar year-end or fiscal year-end that would see an increase in Work Orders for temporary assistance.

**74. QUESTION:** Will this RFP include direct hire positions? If so, how many direct hires do you average per month, and for what types of positions?

**ANSWER:** No direct hire requests will be part of this RFP or resulting contracts. See Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix A, Services, Section 2.1, Description of Services and Deliverables, paragraph H. Termination of Assignment and Conversion, subparagraph 5. Temporary staff would not be converted directly. Rather, they would apply for vacancies and go through a competitive recruitment process. If selected, they would be required to work the number of conversion hours submitted in your proposal.

**75. QUESTION:** How often do you hire workers from a temporary-to-hire program?

**ANSWER:** See response to Question #74.

**76. QUESTION:** What type of solution do you have in place today? How long has it been in place?

**ANSWER:** See response to Question #39.

**77. QUESTION:** How many vendors are you currently working with?

**ANSWER:** Two.

**78. QUESTION:** Is your current program under an MSP? If so, which MSP?

**ANSWER:** No.

**79. QUESTION:** Is a VMS tool currently utilized in your program? If so, which VMS tool?

**ANSWER:** No.

**80. QUESTION:** What challenges are you experiencing with your current contingent labor program?

**ANSWER:** See response to Question #10.

**81. QUESTION:** How many vendors do you plan to select for this RFP?

**ANSWER:** See response to Question #7.

**82. QUESTION:** Do you currently have an on-site program? If so, which site(s)?

**ANSWER:** On-site program is undefined and unknown.

**83. QUESTION:** Do you have any locations using part-time workers; if so, which sites?

**ANSWER:** We currently have one active Work Order in San Francisco for a part-time Accounting Clerk. Each Work Order will stipulate the scheduled hours per week that temporary staff will be expected to work.

**84. QUESTION:** What is the current fulfillment rate on your openings by site?

**ANSWER:** Fulfillment rate is undefined and unknown.

**85. QUESTION:** What is the current retention rate of your contingent workforce by site?

**ANSWER:** There have been three (3) temporary staffers placed that did not complete the full duration of the assignment. One (1) in San Francisco and two (2) in Sacramento.

**86. QUESTION:** What are the hours per shift, per site?

**ANSWER:** See response to Question #83.

**87. QUESTION:** What percentage of your overtime spend is per site?

**ANSWER:** Overtime is rare and would be approved on an exceptional basis.

**88. QUESTION:** What are your current payment terms with existing staff augmentation vendors?

**ANSWER:** Per pay period, i.e., monthly invoices. The Judicial Council's payment term is net 60 days.

**89. QUESTION:** Can paid sick leave, if any, be billed as used?

**ANSWER:** No. See Attachment 2, Judicial Council Mater Agreement Terms and Conditions, Appendix B, Section 3.1, paragraph C, Other Expenses: "Rates are inclusive of all burdened elements of costs, including sick leave and health benefits to be provided to any Assigned Temporary Personnel."

**90. QUESTION:** Do you utilize a P-Card for payment? If so, which card?

**ANSWER:** No. Invoices are received from contract holders via email and processed on a pay period basis. See response to Question #88.

**91. QUESTION:** Is automated timekeeping currently utilized for contingent workers? If so, which system?

**ANSWER:** No, JBE do not use an automated timekeeping system to pay contingent workers.

**92. QUESTION:** Please outline your specific background and drug screening requirements.

**ANSWER:** See Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix A, Section 2.1, paragraph C, subparagraph 3. Drug screening is not required; although, see Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix C, Section 2.8, Drug Free Workplace.

**93. QUESTION:** Will background checks/drug tests still be required for assignments less than five days?

**ANSWER:** Yes. See response to Question #92.

**94. QUESTION:** Will you require vendors to have background/drug screen results before placement, or will employees be able to start with pending results?

**ANSWER:** See response to Question #92. Background checks shall be completed prior to Assigned Temporary Personnel starting work.

**95. QUESTION:** Do you want all background/drug screen costs included in the bill rate, or would you prefer to have them billed as a separate pass-through cost?

**ANSWER:** See response to Question #92, Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix B, Section 3.1, paragraph B, Background Check Expenses, and Attachment 10, Pricing Submission Form, Cost Proposal Requirements, paragraph 2.

**96. QUESTION:** Please describe the orientation and training process your hiring managers currently administer to temporary employees, including forklift certification.

**ANSWER:** Use of a forklift is not applicable. The respective supervisor will be responsible for onboarding and training which would be described in the interview process.

**97. QUESTION:** Please outline your requirements for Personal Protective Equipment (PPE). Which PPE is expected to be provided (paid for) by the vendor? Please indicate which positions require which PPE.

**ANSWER:** Not applicable.

**98. QUESTION:** Can you please provide your safety record for the previous year?

**ANSWER:** No worker's compensation claims have been filed to our knowledge.

**99. QUESTION:** Do you implement assisted and/or tandem lifting for items being lifted over 50 lbs?

**ANSWER:** Unknown. Lifting up to 50 lbs. is included as an example of duty in the General Maintenance Technician classification and no others. If a contract holder expresses concern about the safety of their temporary employee, the maximum weight for lifting can be negotiated down and reduced to an acceptable level.

**100. QUESTION:** Please describe the type of travel involved for the systems technician. Will the transport of equipment be to and from various Judicial Council locations? Will these workers be traveling mid-shift?

**ANSWER:** Travel is limited. Specific travel requirements would be included in the Work Order.

**101. QUESTION:** Please provide a list of the ergonomic conditions/equipment the Judicial Council typically requires accommodation for. If this varies by position, please provide details.

**ANSWER:** See response to Question #52, and Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix A, Section 2.5, Resources.

**102. QUESTION:** Will all Q&A responses be made available to all participating bidders?

**ANSWER:** This document which includes all questions and answers received for this RFP will be posted on the Judicial Council's solicitation site.

**103. QUESTION:** Can the agency confirm the total budget allocated for this contract?

**ANSWER:** See response to Question #3.

**104. QUESTION:** Is this a single-award contract or a multi-award contract?

**ANSWER:** The Judicial Council intends to award contracts to two (2) Proposers. The contracts are expected to last for three (3) years (an initial one-year term, and two option years).

**105. QUESTION:** Is this a new requirement or a recompetes?

**ANSWER:** See response to Question #1. RFP No. HR-2024-18-LP is the initial solicitation for the renewal of the Master Agreements for Temporary Staffing Services.

**106. QUESTION:** Are there any incumbents currently providing these services? If so, are there any pain points or challenges with the current contract vendors?

**ANSWER:** See response to Question #2 and Question #10.

**107. QUESTION:** If a candidate needs to be replaced after the award, is there a replacement policy that the agency allows? If so, could you please provide details on the criteria and process for making such replacements?

**ANSWER:** See Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix A, Section 2.1, paragraph I, subparagraph 2, Replacement of Assigned Temporary Personnel, and Appendix A, Section 2.2, Acceptance Criteria.

**108. QUESTION:** Will there be any local vendor preference given?

**ANSWER:** See response to Question #28.

**109. QUESTION:** Is subcontracting allowed to cover any gaps in the solicitation requirements, if necessary?

**ANSWER:** See response to Question #4.

**110. QUESTION:** Can the agency please confirm if the agency has any candidates under consideration for these positions?

**ANSWER:** Current Master Agreement Holders are seeking to fill active Work Orders. If they are not awarded new contracts, the temporary staffers would potentially be moved to new contract holders effective June 24, 2025, and continue working through the end of the assignment.

**111. QUESTION:** Please clarify whether the agency has any specific contractors or vendors in mind that might be given priority for this opportunity.

**ANSWER:** No priority is given to any specific contractors or vendors.

**112. QUESTION:** Will the work be performed onsite, remotely, or through a hybrid arrangement?

**ANSWER:** See response to Question #18.

**113. QUESTION:** Regarding Attachment 9, Part II – Financial Stability: The requirement is to provide the latest three years of financial reports. Should these correspond to the fiscal years 2021, 2022, and 2023?

**ANSWER:** The Proposer should determine what financial information would be appropriate to include in their proposal.

**114. QUESTION:** In Attachment 9, Part I – Sourcing Point, the solicitation requests: "Describe your current turnover rate for your agency's recruiters and account representatives." Could you please clarify whether this refers to the turnover rate concerning the submission of candidates or the placement of candidates?

**ANSWER:** We prefer to have consistent points of contact throughout the term of the Master Agreement. We are requesting information that would indicate whether the Proposer's firm has experienced turnover not with temporary staff, but staff in roles that work directly with JBE's to fill Work Orders. Turnover would result in working with staff that are less familiar with the judicial branch rules and processes. Less turnover results in stronger working relationships, more consistent results, and fewer mistakes.

**115. QUESTION:** Could you please clarify whether subcontracting is a mandatory requirement for this proposal?

**ANSWER:** See response to Question #4.

**116. QUESTION:** Are resumes required as part of the proposal submission? If so, should these be actual resumes of proposed personnel or sample resumes demonstrating qualifications?

**ANSWER:** See response to Question #19.

**117. QUESTION:** What is the allocated budget for this RFP?

**ANSWER:** See response to Question #3.

**118. QUESTION:** Is there a preference for local vendors for this project?

**ANSWER:** See response to Question #28.

**119. QUESTION:** Are there any mandatory compliance or regulatory obligations associated with this RFP?

**ANSWER:** See response to Question #34.

**120. QUESTION:** Could the Judicial Council kindly confirm whether vendors are eligible to receive the 3% incentive through a subcontractor?

**ANSWER:** See response to Question #58.

**121. QUESTION:** Could the Judicial Council please confirm if vendors have to include attachment 2 within the response?

**ANSWER:** Refer to Attachment 9-D. If the Proposer accepts Attachment 2, Judicial Council Master Agreement Terms and Conditions without exception, then the Proposer does not need to include Attachment 2 with their proposal response. If requesting exceptions, Proposers must include a red-lined version of Attachment 2 and include a written summary to substantiate each individual exception or proposed changed.

**122. QUESTION:** Could the Judicial Council please confirm if vendors will not subcontract with a DVBE have to include it within the response ATTACHMENT 7 DVBE DECLARATION?

**ANSWER:** Attachment 7, DVBE Declaration is only required if the Proposer wishes to claim the DVBE incentive associated with this RFP.

**123. QUESTION:** Could the Judicial Council please confirm which forms vendors are required to complete if they plan to subcontract with a DVBE?

**ANSWER:** Refer to the RFP, Section 14.0, Disabled Veteran Business Enterprise Incentive.

**124. QUESTION:** Could the Judicial Council please confirm in which section vendors have to include within the technical proposal ATTACHMENT 8 BIDDER DECLARATION?

**ANSWER:** There is not a required section. Attachment 8, Bidder Declaration shall be submitted within the Technical Proposal attachment. Refer to the RFP, Section 8.0, Submission of Proposals.

**125. QUESTION:** Are electronic signatures allowed?

**ANSWER:** Yes.

**126. QUESTION:** Is it mandatory to bid for all the staffing positions?

**ANSWER:** See response to Question #5.



**127. QUESTION:** Could the Judicial Council please grant an extension on the due date?

**ANSWER:** Updates to the deadline or other dates associated with this RFP will be announced via addendums on the RFP web page: [Master Agreements for Temporary Staffing Services | #ID RFP-HR-2024-18-LP | Request for Proposal | Judicial Branch of California](#).

**128. QUESTION:** Could the Judicial Council please confirm the link to find a directory for DVBE companies?

**ANSWER:** A search for certified DVBE Contractors can be found on the Cal eProcure site: [The State of California Certifications](#).

**129. QUESTION:** Could you please clarify the certification that subcontractors need to have in order to comply with the DVBE preference for this solicitation?

**ANSWER:** Refer to the RFP, Section 14.0, Disabled Veteran Business Enterprise Incentive. In order to be eligible for the DVBE Incentive, the DVBE Contractor or subcontractor must be certified as a DVBE by the California Department of General Services.

**130. QUESTION:** Does the Judicial Council accept remote resources to work on this engagement?

**ANSWER:** See responses to Question #18 and #131.

**131. QUESTION:** Does the Judicial Council accept offshore resources to work on this engagement?

**ANSWER:** No. Temporary staff will be required to work in California. Employees of Proposer (Contractor's Personnel or "Key Staff") that would source and place temporary staff may be employed outside of California and/or offshore. Please describe this in your technical proposal.

**132. QUESTION:** Does the Judicial Council prefer on-site resources to execute this engagement?

**ANSWER:** See response to Question #18.

**133. QUESTION:** In case firms are submitting confidential information in the response, could the Judicial Council please clarify the proper way for vendors to mark it as confidential?

**ANSWER:** See RFP, Section 13.0, Confidential or Proprietary Information. Submission of any proposal pursuant to the RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content in accordance with Rule 10.500 of the California Rules of Court. Proposers are cautioned not to include confidential, proprietary, or privileged information in proposals.

**134. QUESTION:** Could you please clarify if subcontractors are allowed to bid with more than one prime vendor for this opportunity?

**ANSWER:** That would not be a problem. See response to Question #4.

**135. QUESTION:** Could the Authority kindly confirm whether vendors are allowed to participate in this opportunity both as prime contractor and as a subcontractor?

**ANSWER:** That would not be a problem. See response to Question #4.

**136. QUESTION:** Is the estimated budget meant for all the vendors collectively? If so, what is the allocated budget for each vendor?

**ANSWER:** See responses to Question #3 and #137.

**137. QUESTION:** If a vendor exhausts their assigned budget, can the purchase order (PO) be extended with additional funds?

**ANSWER:** Judicial Council offices and JBEs may have alternative funding sources, i.e., grants. Funding would be secured prior to a Work Order being approved and shared with vendors. See response to Question #3.

**138. QUESTION:** Are the vendors allowed to subcontract at the Task Order Level?

**ANSWER:** Task Order Level is undefined and unknown.

**139. QUESTION:** How many departments will benefit from the MSA? Could you please share the list of those departments?

**ANSWER:** See RFP, Section 2.0, Description of Services and Deliverables, paragraph 2.1, for a list of Judicial Branch Entities eligible to use the Master Service Agreements awarded as a result of this RFP.

**140. QUESTION:** Could the Judicial Council please confirm if vendors are required to submit only two documents: one with the technical proposal and the other with the cost proposal?

**ANSWER:** Proposers shall only submit two (2) attachments. It is acceptable to submit a zip folder with multiple documents as one (1) attachment. See RFP Section 8.0, Submissions of Proposals. Proposers must submit their proposals electronically (zip files are preferred) in **one (1) email with two (2) attachments**, the Technical Proposal, and the Cost Proposal.

**141. QUESTION:** Could the Judicial Council please confirm whether vendors who are not compliant with any required section are still eligible to participate in this RFP?

**ANSWER:** See Attachment 1, Administrative Rules Governing RFPS.

**142. QUESTION:** Can a firm request exceptions to any terms and conditions listed in Attachment 2 (JCC Master Agreement Terms and Conditions)?

**ANSWER:** Exceptions may be requested. Refer to the RFP, Section 9.1.d, subsections i-iii, and Attachment 9-D. A material exception (addition, deletion, or other modification) to the Terms and Conditions may render a proposal non-responsive. The Judicial Council, in its sole discretion, will determine what constitutes a material exception. If exceptions are identified, Proposers must include a red-lined version of Attachment 2 and include a written summary to substantiate each individual exception or proposed change. As listed in the RFP, Section 11.0, Evaluation of Proposals, the maximum number of points for the Proposer's Acceptance of the Judicial Council Master Agreement Terms and Conditions is 15 points. When exceptions are identified, points will be deducted from the 15 points.

**143. QUESTION:** Will providing exceptions or omitting any terms from Attachment 2 negatively impact the overall evaluation of the firm?

**ANSWER:** See response to Question #142.

**144. QUESTION:** Who will be responsible for paying the cost of background checks?

**ANSWER:** See Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix A, Section 2.1, paragraph C, subparagraph 3: "The actual cost for any background checks will be paid by the Judicial Council or Participating JBE from an Order." Additional information can be found in Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix B, Section 3.1, paragraph B, Background Check Expenses.

**145. QUESTION:** If the cost of background checks exceeds the reimbursable allowable cost, will the firm be reimbursed, or will the customer bear the cost?

**ANSWER:** See response to Question #144.

**146. QUESTION:** Could the agency provide an approximate value for the allowable NTE (Not-to-Exceed) costs for all allowable expenses?

**ANSWER:** See Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix B, Payment Provisions, Section 3, Expenses.

**147. QUESTION:** Is the certification of insurance mentioned in Attachment 2, Appendix C, Section 3, a post-award requirement?

**ANSWER:** Yes, a certificate of insurance is only required from the Proposers who have been awarded Master Agreements.

**148. QUESTION:** Is the firm required to submit the certification of insurance during the proposal submission?

**ANSWER:** No, Proposers are not required to submit a certificate of insurance with their proposal; although, if selected for award, the vendor will be required to maintain the insurance requirements listed in Attachment 2.

**149. QUESTION:** Is there a mandatory DVBE (Disabled Veteran Business Enterprise) participation goal associated with this solicitation?

**ANSWER:** No. Refer to the RFP, Section 14.0, Disabled Veteran Business Enterprise Incentive.

**150. QUESTION:** If a firm is not eligible for DVBE incentives or does not wish to apply, can they still submit a bid?

**ANSWER:** Yes.

**151. QUESTION:** Will a DVBE firm be given a preference in the overall evaluation?

**ANSWER:** Refer to the RFP, Section 14.0, Disabled Veteran Business Enterprise Incentive.

**152. QUESTION:** Could the Council briefly state their invoicing requirements that the firm must adhere to?

**ANSWER:** See Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix B, Payment Provisions, Section 4. Invoicing and Payment.

**153. QUESTION:** Is it mandatory to meet the small business preference commitment in order to submit this proposal?

**ANSWER:** There is no Small Business preference associated with the Judicial Council's Non-IT solicitations; therefore, the Small Business preference does not apply to this RFP.

**154. QUESTION:** As per Attachment 2, Section 10.17, can a firm submit GFE (Good Faith Efforts) to meet the requirement?

**ANSWER:** See response to Question #153.

**155. QUESTION:** Is there any small business participation goal required to submit this bid?

**ANSWER:** See response to Question #153.

**156. QUESTION:** Can the firm submit Good Faith Efforts to demonstrate their DVBE and small business commitment to meet any related requirements?

**ANSWER:** See response to Question #149 and #153.

**157. QUESTION:** Is it mandatory for a firm to be GAAP (Generally Accepted Accounting Principles) compliant to submit this bid?

**ANSWER:** Yes. See Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix C, General Provisions, Section 11. Miscellaneous Provisions, Paragraph 11.2, GAAP Compliance.

**158. QUESTION:** Can a firm choose to bid on any one or more of the classifications listed in Attachment 2, Appendix E?

**ANSWER:** See response to Question #5.

**159. QUESTION:** Is it mandatory for a firm to have the capability to provide the classifications mentioned in Section 4 ("Existing Work Order") of the RFP?

**ANSWER:** No. See response to Question #5.

**160. QUESTION:** Are firms required to provide the names of their key staff in the proposal response?

**ANSWER:** Yes.

**161. QUESTION:** Could the council clarify what is defined by "turnover rate for agency recruiters"?

**ANSWER:** See response to Question #114.

**162. QUESTION:** Are firms required to provide commercial references?

**ANSWER:** Attachment 9, Section 9-B will be scored for a maximum of 20 points out of 100 possible points. Failure to include references would result in the proposal being awarded less than 20 points.

**163. QUESTION:** Can the firm provide references from the proposed subcontractor?

**ANSWER:** References are preferred to come from customers or clients. A subcontractor could be included as one of the references submitted by the bidder.

**164. QUESTION:** Are firms required to submit Appendix G of Attachment 2 with the proposal submission?

**ANSWER:** No. Appendix G of Attachment 2 is meant to provide examples of forms and templates that would be used in the course of the contract term.

**165. QUESTION:** Could the council clarify if section 3.22 of the "request proposal rfp" which it states that "Upon request, the Master Agreement Holder will provide, at no charge, detailed staffing reports" is linked with Attachment 9 (9A Part III) Reporting?

**ANSWER:** Yes, they are related. We expect the Proposers awarded contracts would provide reports of data regarding temporary placements to JBE to Judicial Council Human Resources. Section 3.22 of the RFP is stipulating that expectation, and Attachment 9-A, Part III is providing the Proposer with an opportunity to describe your firm's practice and capability with providing reports.

**166. QUESTION:** Are firms required to provide Reports mentioned in Attachment 9 9a Reporting at no additional cost?

**ANSWER:** Correct. We do not expect additional charges for reports. If this is your firm's practice please elaborate in your response provided in Attachment 9.

**167. QUESTION:** What is the total allocated budget for this contract?

**ANSWER:** See response to Question #3.

**168. QUESTION:** What has been the contract spend over the past three years?

**ANSWER:** See response to Question #3.

**169. QUESTION:** Is this a new initiative? If not, could the Council please provide the incumbent information?

**ANSWER:** See responses to Question #1 and #2.

**170. QUESTION:** Is there a specific format for the proposal response (font size, font type, spacing, etc.)?

**ANSWER:** No. Please review the RFP Section 8.0, Submission of Proposals.

**171. QUESTION:** Are there vendors currently performing the services required in this solicitation? If yes, could the Council please provide the incumbent information?

**ANSWER:** Yes. See response to Question #2.

**172. QUESTION:** What is the total not-to-exceed (NTE) budget for this contract?

**ANSWER:** See response to Question #3.

**173. QUESTION:** Are firms required to pay Holidays, PTO, Sick Leaves, etc., to the consultants placed?

**ANSWER:** Attachment 9, Section 9-B, Part I (5) is where your proposal will describe what benefits, if any, your firm provides to the consultants placed. The JBE will only pay for hours worked by the temps and would not provide paid holidays, PTO, sick leave, etc.

**174. QUESTION:** Can firms provide commercial references?

**ANSWER:** Yes.

**175. QUESTION:** Is the Council looking for firms to recruit the requested positions or for firms to provide in-house personnel to perform the services?

**ANSWER:** In Attachment 9, Section 9-A, Part I, Sourcing, is where your proposal will describe what services your firm is capable of providing. We do not intend to outsource work to any firm. Rather, we are expecting to have two contract holders that can provide temporary placement services.

**176. QUESTION:** How many hours are the consultants expected to work? Will there be any overtime involved?

**ANSWER:** Approved Work Orders will include expected hours worked per week. See also responses to Questions #50 and #87.

**177. QUESTION:** If firms must present actual candidates, can these be replaced by equally qualified candidates if they are no longer available at the time of contract award?

**ANSWER:** There is no expectation that your firm works to fill any classification at this time, as we do not pay for services in advance. If awarded a contract, firms would receive approved Work Orders to begin sourcing candidates.

**178. QUESTION:** Are the rates requested all-inclusive rates?

**ANSWER:** Yes. See responses to Questions #35 and #89.

**179. QUESTION:** Can firms provide hourly rate ranges?

**ANSWER:** See response to Question #17.

**180. QUESTION:** Are the rates requested all-inclusive rates (including payroll costs, profit, sick leave, taxes, etc.)?

**ANSWER:** Yes. See responses to Questions #35 and #89.

**181. QUESTION:** Can firms also cite their subcontractor's experience to meet the experience requirements listed in this solicitation?

**ANSWER:** Yes, please provide all relevant information to provide the most complete proposal.

**182. QUESTION:** Can firms provide references from former clients, or are they required to provide references exclusively from current clients?

**ANSWER:** Either former or current would be acceptable.

**183. QUESTION:** Could the Council please clarify the statement "The Judicial Council is headquartered in San Francisco and also has offices located in Sacramento. Additionally, there are courthouses, some remotely located, throughout the state of California where the Judicial Council, or other JBE's, will have occasional needs for temporary staff. Describe: 1) your firm's ability, if any, to allow other JBE's such as the Courts of Appeal, an option to buy into the Master Agreement; 2) your firm's ability to provide staffing services to all Judicial Council and Participating JBE locations without incurring additional costs than what is proposed in your firm's completed Attachment 10, Pricing Submission Form, and 3) how our account would be managed under the single point of contact requirement."

**ANSWER:** Your firm is asked to describe its capability of sourcing and placing temporary staff throughout the state of California. The majority of Work Orders will request that temporary staff work in and around San Francisco and Sacramento. There may be occasional requests for staffing in other locations throughout the state. If a court located in Los Angeles, San Diego, Fresno, etc. were to request temporary staffing assistance would your firm be able to fulfill that request?

**184. QUESTION:** Can the council clarify what specific types of roles or tasks temporary staff will be assigned to that will require ergonomic assessments and equipment?"

**ANSWER:** See response to Question #52.

**185. QUESTION:** What process or criteria will the council use to determine the ergonomic needs of temporary staff, and how will these needs be addressed by the selected bidders or subcontractors?"

**ANSWER:** See response to Question #52. If a temporary staffer requests an ergonomic evaluation or equipment they will be referred to their agency/employer.

**186. QUESTION:** What is Judicial Council's proposed budget for this project.

**ANSWER:** See response to Question #3.

**187. QUESTION:** Please provide name of the incumbent vendor, if possible, please share the cost and technical proposal.

**ANSWER:** See response to Question #2. To obtain additional information not available on the courts website, Contractors will need to submit a records request through Public Access to Judicial Administrative Records (PAJAR). Please refer to this link for more information on requesting records: [Public Records | Judicial Branch of California](#)

**188. QUESTION:** What was previous spending on this project.

**ANSWER:** See response to Question #3.

**189. QUESTION:** Is there a local preference for this opportunity.

**ANSWER:** See response to Question #28.

**190. QUESTION:** Does the Judicial Council have any preference for MWBE.

**ANSWER:** No. The Judicial Council does not have any preference for Minority and Women-Owned Business Enterprises.

**191. QUESTION:** Please confirm number of positions Judicial Council expect.

**ANSWER:** See responses to Questions #3, #14, and #37.

**192. QUESTION:** Are references required?

**ANSWER:** See response to Question #162.

**193. QUESTION:** Can you explain the impact of submitting redlines to the overall scoring?

**ANSWER:** See response to Question #142.

**194. QUESTION:** Please confirm whether the JCC foresees any job titles required to fulfill this solicitation will fall under the Prevailing Wage Act, and if so, what is the prevailing wage for each title covered?

**ANSWER:** Prevailing Wage Act is not applicable as it applies to workers employed on public works projects. Refer to Attachment 2, Judicial Council Master Agreement Terms and Conditions, Appendix E, Classifications, for examples of duties for each classification title.

**195. QUESTION:** Are there staffing incumbents - if so:

- a. Who are they?
- b. What are their bill rates?
- c. What was the spend per year, and hours per job title for each incumbent?

**ANSWER:** See responses to Questions #2 and #3.

**196. QUESTION:** Are the existing work orders in-office, hybrid, or remote? Does the JCC anticipate future work orders to change in this regard?

**ANSWER:** See response to Question #18.

**197. QUESTION:** *3.14 Assignment Requests 2.*

*...For assignments with remote schedules, it is expected that the Assigned Temporary Personnel will be able to pick up and drop off equipment (laptop, badge, etc.) on the first and last day of the Assignment, and attend meetings or trainings onsite, as assigned by their supervisor.*

**Q:** Please confirm that training is compensable and will be billed as time worked.



**ANSWER:** The training described in the RFP, Section 3.14, Assignment Requests, paragraph 2 is on-the-job training and is compensable as hours worked.

**198. QUESTION:** 13.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

*PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT. Except as required by law, the Judicial Council will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," "copyright ©," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Judicial Council's right to disclose information in the proposal, or (b) requiring the Judicial Council to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, pursuant to this Section 13.0. Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.*

**Q:** Please confirm that the JCC will not disclose information that is a trade secret. Release to competitors would put our firm at a disadvantage going forward. This info is exempt from disclosure to the public under exceptions to the CPRA found in section 6254.15 and 6254(k). Also, see Cellular Accessories For Less Inc v. Trinitas LLC et al, No. 2:2012cv06736 (C.D. Cal. 2014) where the court discussed protection of customer lists where the company has expended time and effort identifying customers with particular needs or characteristics. Trade secret information is exempted from disclosure under the CPRA because it is "...corporate proprietary information including trade secrets, and information relating to siting within the state furnished to a government agency by a private company for the purpose of permitting the agency to work with the company..." (See Section 6254.15 of the California Government Code) Also, Section 6254(k) contains an exemption for trade secrets under the California Evidence Code. Section 1060 of the Evidence Code permits the owner of a trade secret to refuse disclosure unless it would conceal fraud or work an injustice.

**ANSWER:** See RFP, Section 13.0, Confidential or Proprietary Information. Submission of any proposal pursuant to the RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content in accordance with Rule 10.500 of the California Rules of Court. Proposers are cautioned not to include confidential, proprietary, or privileged information in proposals.

**199. QUESTION:** ATTACHMENT 2 - JUDICIAL COUNCIL MASTER AGREEMENT TERMS AND CONDITIONS - APPENDIX B - Payment Provisions – 4. Invoicing and Payment – 4.5

*..The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.*

**Q:** Because invoices are inclusive of wages actually paid to employees, it would be a hardship to allow a set off against undisputed invoices. Therefore, would the JCC agree to remove this set off clause?

**ANSWER:** See response to Question #142. If exceptions are identified, Proposers must include a red-lined version of Attachment 2 and include a written summary to substantiate each individual exception or proposed change.

**200. QUESTION:** ATTACHMENT 2 - JUDICIAL COUNCIL MASTER AGREEMENT TERMS AND CONDITIONS - APPENDIX C - General Provisions – 3.2 Individual Policy Requirements

*B. Commercial Automobile Liability*

*Commercial Automobile Liability Insurance shall have limits of not less than one million dollars (\$1,000,000) per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Work including, without limitation, owned, hired, and non-owned motor vehicles.*

**Q:** Will temporary employees be required to drive as part of their duties? If not, can the requirement of automobile insurance be removed?

**ANSWER:** Temporary employees may be required to drive as part of their duties. See response to Question #142 regarding proposed exceptions. If exceptions are identified, Proposers must include a red-lined version of Attachment 2 and include a written summary to substantiate each individual exception or proposed change.

**201. QUESTION:** ATTACHMENT 2 - JUDICIAL COUNCIL MASTER AGREEMENT TERMS AND CONDITIONS - APPENDIX C - General Provisions

*4. Indemnity. Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys' fees and costs, that arise out of or in connection with: (i) a latent or patent defect in any Goods; (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement; (iii) a breach of a representation, warranty, or other provision of this Agreement or any Participating Addendum; and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity applies regardless of the theory of liability on which a claim is made or a loss occurs. This indemnity will survive the expiration or termination of this Agreement or any Participating Addendum, and acceptance of any Goods, Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement that would bind an indemnified party, without the affected JBE's prior written consent, which consent shall not be unreasonably withheld; and such JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.*

**Q:** Will the JCC agree to insert the word negligent before "act or omission"?

**ANSWER:** See response to Question #142. If exceptions are identified, Proposers must include a red-lined version of Attachment 2 and include a written summary to substantiate each individual exception or proposed change.

**202. QUESTION:** ATTACHMENT 2 - JUDICIAL COUNCIL MASTER AGREEMENT TERMS AND CONDITIONS - APPENDIX C - General Provisions – 7. Termination – 7.5 Rights and Remedies

*B. Replacement. If the Establishing JBE terminates this Agreement (or if a JBE terminates a Participating Addendum) in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, goods or services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those goods or services. Notwithstanding any other provision, in no event shall the excess cost to the JBEs for such goods and services be excluded as indirect, incidental, special, exemplary, punitive or consequential damages of the JBEs. Contractor shall continue any Work not terminated.*

**Q:** Excess costs as stated here are not relevant to staffing contracts as the JCC will only be invoiced for work hours approved by the JCC. It is not industry standard to charge excess costs or deduct out of monies earned if the JCC decides to move forward with a different vendor for similar services. Will the JCC agree not to charge excess costs or deduct out of monies earned as indicated here?

**ANSWER:** See response to Question #142. If exceptions are identified, Proposers must include a red-lined version of Attachment 2 and include a written summary to substantiate each individual exception or proposed change.

**203. QUESTION:** Are vendors required to bid on all positions/categories?

**ANSWER:** See response to Question #5.

**204. QUESTION:** How many vendors do you intend to award?

**ANSWER:** See response to Question #7.

**205. QUESTION:** Who are your current vendors?

**ANSWER:** See response to Question #2.

**206. QUESTION:** What are the bill rates and pay rates of your current vendors?

**ANSWER:** See response to Question #2.

**207. QUESTION:** What is the estimated contract value?

**ANSWER:** See response to Question #3.

**208. QUESTION:** How much did you spend on these services last year? The last five years?

**ANSWER:** See response to Question #3.

**209. QUESTION:** What are any challenges or pain points with the present contract vendors?

**ANSWER:** See response to Question #10.

**210. QUESTION:** What improvements would you like to see with vendors on the new contract?

**ANSWER:** See response to Question #31.

**211. QUESTION:** Are pay rate/bill rate ranges allowed?

**ANSWER:** See response to Question #17.

**212. QUESTION:** If multiple vendors are awarded, how are job tasks distributed?

**ANSWER:** Work Orders are shared with both contract holders to source temporary staff. The JBE will interview and select their preferred candidate, thus awarding business to a specific contract holder. Please review RFP, Section 3.0, Scope of Services.