

**JUDICIAL COUNCIL OF CALIFORNIA**

**QUESTIONS AND ANSWERS**

**RFP# HR-2021-29-DM**

**March 18, 2022**

=====

**Question #1:** Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services and for how long have they served the Judicial Council of California in this capacity? If there is an incumbent for this contract, is the incumbent eligible to submit the proposal again?

**Answer:** This is not a new initiative. Current contract holders are Artizen, Inc. and TemPositions, Inc. Their agreements were awarded in 2019 and they both are eligible to submit proposals for the new contract.

**Question #2:** Can you please let us know the previous spending of this contract? Can you please share the amount of business each vendor did under this contract in previous year (2021)? What was the fiscal year spend on this contract for the past two years? When was the existing contract started, and what is the annual monetary spent value of the current contract since inception? Can you please provide us with an estimated or NTE budget allocated for this contract? What is the anticipated total annual spend under the new contract, so we can understand the potential volume and take that into account in our pricing?

**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. The Judicial Council does not guarantee that master service agreement awardees will receive a specific volume of work, a specific total contract amount, or a specific order value under any master agreement executed pursuant to this RFP. Additionally, there will be no limit on the number of Temporary Agency Staff Work Orders & Exemption (“Work Order(s)”) the Participants may issue under a master agreement, nor will there be any specific limitations on the quantity, minimum and/or maximum value of the individual Work Orders.

**Question #3:** Please confirm if we can get the proposals or pricing of the incumbent(s). Could you please share the current Suppliers' pricing and Proposals? Can you share details from where we can get old contract details? To offer you competitive pricing, please share the incumbents' cost proposals.

**Answer:** Please send your request to access proposals to [PAJAR@jud.ca.gov](mailto:PAJAR@jud.ca.gov). New bids will be considered irrespective of current pricing or any previous contract pricing. Current contracts are publicly visible on the courts website: <https://www.courts.ca.gov/procurementservices.htm>

**Question #4:** Are there any pain points or issues with the current vendor(s)? Please describe the issues/problems that the Judicial Council is facing under the current contract? Why is this solicitation being put out to bid?

**Answer:** The Judicial Council of California conducts a standard competitive bidding process for temporary staffing services every three years. 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.

**Question #5:** How many vendors do you intend to award for this contract?

**Answer:** The Judicial Council of California intends to award two (2) contracts.

**Question #6:** What is the place of performance of the candidate? By the Place of Performance, We want to know about the location where the proposed candidate is supposed to do work?

**Answer:** Hiring supervisors/managers that request temporary services will provide information on whether temporary staff would be expected to work onsite, remote, or some hybrid of both in the work order. The location will depend on what JBE is making the request, i.e. Judicial Council's main office locations are San Francisco and Sacramento while appellate courts are also located in these cities and others throughout California. It is expected that the selected vendors will be able to quickly place temporary staff at all JBE office locations.

**Question #7:** Is there any mandatory subcontracting requirement for this contract? If yes, is there any specific goal for the subcontracting?

**Answer:** No. 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 our contract.

**Question #8:** What is the total number of resources who are currently working on this project? Please let us know their position name and hourly rate? What are the bill rates of your current vendors?

**Answer:** The current list of temporary classifications, as of March 17, 2022, is included below. That list can be referenced with pricing included in contracts located here:

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

<b>Position Information/ Classification</b>
<b>Administrative Assistant II (2)</b>
<b>Administrative Assistant IV (1)</b>
<b>Analyst I (1)</b>
<b>Analyst III (2)</b>
<b>Data Entry Technician (1)</b>

## Library Technician (1)

**Question #9:** Considering the current COVID-19 pandemic situation, if the proposed candidates are not available at the time of award, will the agency allow us to provide replacement personnel with similar or more skill sets?

**Answer:** The hiring supervisor/manager would determine whether to select another candidate that had been submitted and interviewed previously or request to see new resume submissions of prospective candidates.

**Question #10:** Are hourly rate ranges acceptable for proposed personnel?

**Answer:** Hourly rate ranges are acceptable. Please enter maximum rates in the pricing schedules, and elaborate in your proposal how the ranges would be accommodated.

**Question #11:** 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? Please confirm if our resources will be travelling from one location to another to perform the services under this contract, if yes, how will those travel expenses be reimbursed? Would JCC be reimbursing the travel cost for travel between Judicial Council or participating JBE offices for business? Is there potential that there would be remote positions outside of CA, and if so, what anticipated jurisdictions? Will positions be working in the office, remote or hybrid? If a combination, can you estimate the number of positions that will be fully remote?

**Answer:** Hiring supervisors/managers that complete the work order will include information on whether temporary staff would be expected onsite, remote, or some hybrid of both. Please see Attachment 2 LPA Master Agreement, Appendix B Payment Provisions, paragraph 4. Expenses and 4.2 Limit on Travel Expenses. If travel is expected or required, it would be stated in the corresponding work order. Work outside of California is not provided for under the terms of the master agreement.

**Question #12:** What will be the mode of interview of the candidate via virtual or in-person?

**Answer:** Hiring supervisors/managers will determine based on preference and business needs. Virtual interviews can be accommodated via MS Teams, Zoom, or telephone, etc.

**Question #13:** Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

**Answer:** Prospective bids should not include actual resumes of proposed temporary staff.

**Question #14:** How many people are currently working onsite and offsite?

**Answer:** Judicial Council of California staff are working remotely, with the exception of those employees performing essential services that require them to be onsite. This arrangement is in effect through April 4, 2022. Hybrid schedules are expected to become available on April 4, 2022. Other JBE have their own guidelines and programs in place for working remotely, onsite, and/or hybrid.

**Question #15:** Could you please provide the list of holidays?

**Answer:** State judicial branch employees will observe the below holidays during the period of January 1, 2022, through December 31, 2022. 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.

Monday, January 17 – Martin Luther King, Jr., Day

Friday, February 11 – Lincoln’s Birthday

Monday, February 21 – Washington’s Birthday

Thursday, March 31 – César Chávez Day

Monday, May 30 – Memorial Day

Monday, July 4 – Independence Day

Monday, September 5 – Labor Day

Friday, September 23 – Native American Day

Friday, November 11 – Veterans Day

Thursday, November 24 – Thanksgiving Day

Friday, November 25 – Day after Thanksgiving

Monday, December 26 – Christmas Day

**Question #16:** 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 pays only for actual hours worked.

**Question #17:** How many temps are currently working through the contractor on the ongoing contract? How many resources are currently engaged in the current contract? Please share titles and count? Can you please share the no. of positions served in previous years under this contract? Can you please share the no. of positions served in previous years under this contract for each entity Judicial Council, California Supreme Court, California Courts of appeal, HCRC, CJP. Please share count and position title for each entity. Can you please confirm the most commonly filled positions under this contract in the past?

**Answer:** Please see answers to Question #2 and Question #8. The most common roles are various levels of administrative assistant and analyst. Leveraged Purchasing Agreements (LPA) such as this one do not require that a JBE work through Judicial Council HR for the purposes of procuring temporary support from the master contract holders. JBE may work directly with the contract holders. The table below includes all work orders, work order extensions, and work orders not filled.

Position	2019-2020	2020-2021	2021-2022	Total
----------	-----------	-----------	-----------	-------

Accounting Clerk III	4	0	0	4
Administrative Assistant I	1	2	0	3
Administrative Assistant II	7	6	4	17
Administrative Assistant III	4	0	0	4
Administrative Assistant IV	1	0	0	1
Analyst I	0	1	2	3
Analyst II	1	2	3	6
Analyst III	2	1	2	5
Contract Specialist II/III	1	0	0	1
Data Entry Technician	2	0	1	3
Editor	0	1	1	2
Facilities Administrator I	1	0	0	1
Graphic Designer	0	2	1	3
Help Desk Assistant	2	2	0	4
Labor & Employee Relations Analyst II	0	0	1	1
Library Technician	0	0	1	1
Office Clerk I	0	1	1	2
Office Clerk II	1	0	0	1
Systems Technician II	1	1	0	2
<b>Totals:</b>	<b>28</b>	<b>19</b>	<b>17</b>	<b>64</b>

**Question #18:** It is mandatory to bid on all the positions titles? Are respondents required to bid on all positions in order to be deemed responsive?

**Answer:** No, it is not mandatory to bid on all position titles. The RFP stipulates that bidders may provide rates on any or all classifications listed according to the bidder's expertise, business specialty, etc.

**Question #19:** Can you please share the email id/details where we can raise the public record request for old RFP?

**Answer:** Public record request can be sent to [PAJAR@jud.ca.gov](mailto:PAJAR@jud.ca.gov).

**Question #20:** How many positions can we expect under this contract throughout the given term?

**Answer:** The Judicial Council does not guarantee that master service agreement awardees will receive a specific volume of work, a specific total contract amount, or a specific order value under any master agreement executed pursuant to this RFP. Additionally, there will be no limit on the number of Temporary Agency Staff Work Orders & Exemption ("Work Order(s)") the Participants may issue under a master agreement, nor will there be any specific limitations on the quantity, minimum and/or maximum value of the individual Work Orders.

**Question #21:** Will you accept references from large commercial clients?

**Answer:** Yes, the references provided are at the bidder's discretion.

**Question #22:** We have two different entities, one for IT & Non-IT and another for Healthcare services. So can we submit two (2) different proposals in order to cover all positions? Please confirm.

**Answer:** You may find that treating the separate entity as a subcontractor would allow you to submit pricing for all positions in one bid proposal.

**Question #23:** Do we need to submit two separate email for technical proposal and cost proposal? Do we need to submit two separate attachments for technical proposal and cost proposal in single email?

**Answer:** When submitting your proposal, you can have both the technical and cost proposal attached in the same email but as two separate attachments. Please refer to RFP Section 8.2 for Submission of Proposals requirement.

**Question #24:** What do we need to provide in "Part I – Schedule 2 – Conversion Salary Rates"?

**Answer:** Part I – Schedule 2 – Conversion Salary Rates are **rates paid to temporary staff** converting from an existing contract to a new contract. Since they are known, rather than staff that the bidder has sourced, the rate may differ. This schedule identifies that take home rate of pay for temporary staff that convert from one contract to another.

**Question #25:** What do we need to provide in "Part I – Schedule 4 – Billing Rates, Including Contractor Mark-up and Conversion Salary Rates"?

**Answer:** This schedule provides the rates that you would **charge to a JBE** for temps that convert from an existing contract to a new contract. Since the temporary staff are known, rather than staff that the bidder has sourced, the rate may differ.

**Question #26:** What is JBE Referral Mark-up? How is it related to price?

**Answer:** JBE Referral Mark-up refers to the percentage, as set forth in Appendix B, Payment Provisions, used to calculate the amount charged by the Contractor for compensation of services rendered pursuant to an Order, which the Judicial Council or Participating JBE will pay in addition to a Salary Rate as part of a Billing Rate, when billed for services rendered by an Assigned Personnel who was referred to the Contractor for employment by the Judicial Council or Participating JBE.

**Question #27:** If we are not using subcontractor, do we need to fill Part I – Schedule 6 – Billing Rates, Including Subcontractor Mark-up and Subcontractor Billing Rates and Subcontractor Mark-up in "Part I – Schedule 7 – Contractor Mark-up, JBE Referral Mark-up, and Subcontractor Mark-up Percentages"?

**Answer:** You may leave Schedule 6 blank if you are not using subcontractors. Please complete Schedule 7 for Contractor Mark-up and JBE Referral Mark-up.

**Question #28:** Can you please share existing salary rate, billing rate, mark-up of positions that will need to be transitioned under the new services agreements?

**Answer:** The current list of temporary classifications as of March 9, 2022 is included in the response to Question #8. That list can be referenced with pricing included in contracts located here: <https://www.courts.ca.gov/procurementservices.htm>. Work orders will be transitioned to the new contract(s) at the discretion of the hiring manager/supervisor(s). We offer no guarantee that any current work orders will transfer to the new contract year.

**Question #29:** Is subcontracting mandatory for this RFP? If yes, then please confirm the % goal we need to achieve?

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

**Question #30:** In ATTACHMENT 5 DARFUR CONTRACTING ACT CERTIFICATION if we select “We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a “scrutinized company” as defined in PCC 10476.” Will it make proposal non-responsive? How will it impact the proposal evaluation?

**Answer:** If you certify on the Darfur Certification that you are not a “scrutinized company” as defined in PCC 10476”, it will not make your proposal non-responsive, no points will be deducted in the evaluation.

**Question #31:** There is no Attachment for a Small Business (SB) incentive associated with this solicitation, only for Disabled Veteran Business Enterprise (DVBE). Are we able to receive a small business preference in connection with this RFP?

**Answer:** There’s no Small Business incentive associated with Non-IT solicitations, therefore; small business preference does not apply to this RFP.

**Question #32:** Pricing Submission Forms - Attachment 12, Part II – POSITION TITLE; QUALIFICATIONS; DESCRIPTION: Although the Minimum Qualifications and Description of Duties is listed for the Nurse Position Title, can you clarify whether the duties will include any of the following: A) Taking people’s temperatures, B) Administering and/or collecting COVID test samples, and/or C) Giving vaccine immunization injections?

**Answer:** The nurse would be expected to B) administer and/or collect COVID test samples, and not expected to A) take people’s temperatures, and/or C) give vaccine immunization injections.

**Question #33:** Attachment 11 - Part II – References: If applicable, we would like to list a JCC POC as one of the 3 references. Please confirm if such a reference would be acceptable.

**Answer:** The references provided are at the bidder’s discretion.

**Question #34:** How many Work Orders for Temporary Staffing Services were issued from June 17, 2019 – Present, and what were their Position Titles? What was the total spend for Temporary Staffing Services from June 17, 2019 – Present? Can you provide a breakdown of temporary placements by job title for each of the Calendar Years 2019-2022?

**Answer:** See response to Question #17. The total spend by year and classification from June 24, 2019 to March 10, 2022 is below.

Position	2019-2020	2020-2021	2021-2022	Total
Accounting Clerk III	\$72,139.64	\$0	\$0	\$72,139.64
Administrative Assistant I	\$0	\$44,545.74	\$0	\$44,545.74
Administrative Assistant II	\$79,438.36	\$95,362.73	\$58,704.48	\$233,505.57
Administrative Assistant III	\$123,182.03	\$0	\$0	\$123,182.03
Administrative Assistant IV	\$0	\$0	\$0	\$0
Analyst I	\$0	\$0	\$52,091.78	\$52,091.78
Analyst II	\$22,431.60	\$25,475.52	\$11,536.04	\$59,443.16
Analyst III	\$11,928.00	\$9,172.52	\$20,359.20	\$41,459.72
Contract Specialist II/III	\$0	\$0	\$0	\$0
Data Entry Technician	\$9,173.20	\$0	\$0	\$9,173.20
Editor	\$0	\$2,081.26	\$28,684.44	\$30,765.70
Facilities Administrator I	\$31,194.72	\$0	\$0	\$31,194.72
Graphic Designer	\$0	\$475.64	\$35,620.61	\$36,096.25
Help Desk Assistant	\$24,388.00	\$22,560.32	\$0	\$46,948.32
Labor & Employee Relations Analyst II	\$0	\$0	\$47,338.83	\$47,338.83
Library Technician	\$0	\$0	\$0	\$0
Office Clerk I	\$0	\$21,759.86	\$25,447.68	\$47,207.54
Office Clerk II	\$10,941.10	\$0	\$0	\$10,941.10
Systems Technician II	\$54,738.23	\$57,717.59	\$0	\$112,455.82
<b>Totals:</b>	<b>\$439,554.88</b>	<b>\$279,151.18</b>	<b>\$279,783.05</b>	<b>\$998,489.11</b>

**Question #35:** Attachment 2, Master Agreement:

5. Invoicing and Payment
  - 5.1 Invoicing. The Contractor shall submit an invoice for work provided and expenses incurred to the Judicial Council or appropriate Participating JBE, no more often than each Pay Period for each authorized Order.

Please confirm if it is acceptable to submit an invoice weekly?

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

**Question #36:** RFP 4.0 EXISTING WORK ORDERS

Any and all existing Work Orders will expire at the end of the current contract which is June 23, 2022. Below is a list, as of January 31, 2022:

<b>Position Information/ Classification</b>
<b>Analyst I (1)</b>
<b>Analyst II (1)</b>
<b>Analyst III (2)</b>
<b>Administrative Assistant II (1)</b>
<b>Labor &amp; Employee Relations Analyst II (1)</b>

Has this list changed since the release of the RFP, and if so, can you please update it to the best of your ability by the Questions and Answers Posted estimated date of March 18, 2022?

**Answer:** Please see response to Question #8.

**Question #37:** Attachment 11-A – Methodologies: (15) The Judicial Council may require temporary staff to work in the office, from home, or some combination of both (hybrid).

What is your estimated percentage of Work Orders that will be performed remotely, even after the risk of contamination from COVID has ceased?

**Answer:** It will be up to the JBE and hiring supervisor/manager who completes the work order whether onsite, remote or some hybrid combination is available.

**Question #38:** Attachment 2, Master Agreement

7.3 Termination upon Death. This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement. Does the Termination upon Death clause apply if the signatory is an owner of an S Corporation?

**Answer:** If the signatory is a natural person who is named as the contracting party to the contract, then yes, the contract will terminate upon their death. If the contracting party name is an S corporation, the contract may survive if there are co-owners of the S corporation, and/or if the S corporation will continue to operate following the death of the owner. This latter scenario assumes the estate of the decedent will continue to operate and maintain ownership of the S corporation.

**Question #39:** Can the Judicial Council please provide rate ranges per job title? What are the Judicial Council of California’s current rates for the positions listed in the solicitation? What are the current contracted bill rates (and/or bill rate ranges) by position for the current Contractors?

**Answer:** The current bill rates will not be considered as part of this RFP. Each bidder should bid the rates that they are willing to work with through the duration of the contract year(s). Current contracts are publicly visible on the courts website:

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

**Question #40:** Please provide pay rates/bill rates per geographical area location and by the judicial entity?

**Answer:** Current contract rates do not account for geographical area. The same rates are used for all JBE who participate under the current master agreement(s).

**Question #41:** What is the spend by headcount for each position?

**Answer:** Please see response to Question #2 and Question #34.

**Question #42:** What is the spend per the different judicial entities?

**Answer:** Please see response to Question #2. This information is not available and unknown to Judicial Council HR. Leveraged Purchasing Agreements (LPA) such as this one do not require that a JBE work through Judicial Council HR for the purposes of procuring temporary support from the master contract holders. JBE may work directly with the contract holders.

**Question #43:** What is the spend by geography/location?

**Answer:** Please see response to Question #42.

**Question #44:** What historically has been the contract value in the last 3-5 years?

**Answer:** Please see response to Question #2 and Question #34.

**Question #45:** How are the regional requests divided by each judicial district or location?

**Answer:** Each JBE will determine where work is needed to be completed; onsite at their respective location throughout California, remotely, or some hybrid option.

**Question #46:** When does the Judicial Council of California anticipate completing its evaluation and notifying respondents of its recommended awardee(s)?

**Answer:** May 6, 2022 is the estimated date the Judicial Council will post the Notice of Intent to Award to the court's website at: [www.courts.ca.gov/rfps.htm](http://www.courts.ca.gov/rfps.htm). Please refer to RFP Section 5.0 PROCUREMENT SCHEDULE.

**Question #47:** To ensure FCRA compliance, it is our company's policy to provide clients with an attestation of completion of background check pursuant to client's requirements, but not the actual results. Will the Judicial Council of California accept letters of attestation in lieu of actual background check results?

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

**Question #48:** Will respondents be allowed to pass through the costs for background checks and drug screens (at no additional markup) to the Judicial Council of California?

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

**Question #49:** Will respondents be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to the Judicial Council of California?

**Answer:** Respondents will not be disqualified. If exceptions are identified, respondents must submit (i) a red-lined version of the Terms and Conditions. As listed in RFP Section 11.4, the maximum number of points for acceptance of Terms and Conditions is 15. When exceptions are identified, points will be deducted from the 15 points.

**Question #50:** With respect to Affordable Care Act (ACA) costs, would the Judicial Council of California prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondent's proposed rates?

**Answer:** Pricing responses in Attachment 11 should include fully burdened costs.

**Question #51:** Describe how vendors under contract will receive a fair share of business without vendor rotation of job orders implemented in the procurement process?

**Answer:** Hiring managers/supervisors are provided with resumes that do not identify which vendor they have been submitted by. The interview and selection process will determine the top candidate and subsequent vendor awarded the work order.

**Question #52:** How many professionals are currently working under this contract? Also, please specify whether the new vendor(s) can make the transition of all the current temporaries whose project is ongoing? If yes, how and when the transition of the employees will be done from incumbent to new vendor?

**Answer:** Please see response to Question #8 for current work orders. If there is time remaining on a work order at the time the current contract(s) expire, hiring managers/supervisors will determine if their current work order would transfer to the new contract(s). The current temporary staff would be given the opportunity to sign up with a new vendor if the current vendor is not awarded a new contract. If the temporary worker declines, no transfer will take place. A new work order would be submitted to both vendors to source and the hiring manager would complete a new selection process.

**Question #53:** Do the vendors get 3 points if they utilize DVBE firm as a subcontractor?

**Answer:** Vendors will receive 3 points for DVBE incentive if they meet the requirements stated in RFP Section 13. DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE.

**Question #54:** Refer to Attachment 12 - pricing submission, is it mandatory to provide billing rates in schedule 6 whether vendors are utilizing subcontractors or not?

**Answer:** No need to provide pricing in schedule 6 if your agency does not plan to use subcontractors in fulfilling the contractual obligations listed in this RFP.

**Question #55:** Are there any fees for invoicing and/or MSP/VMS portals – and if vendor is responsible, what are anticipated fees?

**Answer:** There are no MSP/VMS portals in use and no fees for invoicing.

**Question #56:** Are there potential requirements to provide equipment to contractors?

**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.

**Question #57:** How many temps are currently working on the existing contract and will they all be transitioned to the new vendors?

**Answer:** See responses to Question #8 and Question #52.

**Question #58:** Are all Assigned Personnel required to be fully vaccinated for COVID-19?

a. If so, does this also include booster shots?

**Answer:** All assigned personnel are required to disclosed vaccination status. Different JBE will have differing requirements for consideration with regard to placement in a temporary assignment.

**Question #59:** How many temporary employees have been converted to date as an employee of the JCC during the contract period of June 2019 – June 2022?

**Answer:** The number is 11. Please note, JCC vacancies are filled through a competitive recruitment process. A temporary worker would need to complete an employment application and meet the MQ for a classification, before an interview and reference checking process in order to be considered for regular employment, in addition to meeting the conversion hours threshold of the agency they work for.

**Question #60:** What are your most commonly requested positions?

**Answer:** See response to Question #17. Various levels of administrative and analyst positions are requested most often.

**Question #61:** How many workers under each job classification are required on a weekly basis?

**Answer:** No set amount of temporary staff will be required on a weekly basis. JBE with temporary staffing needs will use the master agreement as a means to identify professional staff that can accommodate those needs.

**Question #62:** Are bill rate ranges allowed since there are geographical differences in pay rate between locations such as San Francisco and Riverside?

**Answer:** See response to Question #10 and Question #40.

**Question #63:** Can you please clarify what you mean by the JBE referral markup on the Cost Proposal form (Attachment 12)?

**Answer:** “**JBE Referral Mark-up**” refers to the percentage, as set forth in Appendix B, Payment Provisions, used to calculate the amount charged by the Contractor for compensation of services rendered pursuant to an Order, which the Judicial Council or Participating JBE will pay in addition to a Salary Rate as part of a Billing Rate, when billed for services rendered by an Assigned Personnel who was referred to the Contractor for employment by the Judicial Council or Participating JBE. The JBE Referral Mark-up will be the Contractor’s compensation for its services rendered under this Master Agreement. In short, the added charge you bill the JBE versus what the temporary worker will earn.

**Question #64: MASTER AGREEMENT:**

Page A-4 – General Description of Work

3. 7. - states: “Provide and conduct background checks...”

**Q1:** Will JCC expect to see the results of the background check which is not advisable due to confidentiality issues, or will it simply contractually obligate the Contractor to make a determination as to the suitability of the candidate for placement with JCC?

**ANSWER:** The JCC will not expect to see the results of the background check. The Contractor would be required to make a determination as to the suitability of the candidate based on the results that they obtain. From Attachment 2 LPA Master Agreement, please reference Appendix C, paragraph 1.3 Background Checks.

Page A-5 – Assignment Request

3.B.4. states: “The JBE Order Project Manager may occasionally refer a potential candidate for an Assignment. The Contractor’s Account Manager will (i) **interview the candidate**; (ii) will process the candidate as an employee of the Contractor or employee of a Subcontractor, as appropriate; and (iii) will submit a response to the Judicial Council’s or Participating JBE’s request that includes such candidate for consideration of the Assignment.”

**Q2:** Can JCC please explain the purpose of Contractor interviewing a referred candidate that JCC has determined they wish to work for them?

- a. Does Contractor have the ability to decline a referred candidate if Contractor disagrees with JCC on their suitability for the role?

**ANSWER:** Various contractors may have different processes and requirements for onboarding prospective temporary workers.

- b. If not, what is the reason for this step?

**ANSWER:** Various contractors may have different processes and requirements for onboarding prospective temporary workers.

Page(s) A-5/6 – Recruiting, Interviewing and Selection

3.1 C.2. states: “The Contractor will verify the prospective candidates’ employment information and references. The Contractor shall conduct personal background checks, including criminal background checks at the county level (e.g., counties of residence for the last seven years) and at the federal district level (e.g., Federal District Court, Northern California), on all prospective candidates within one week of beginning an Assignment under this Agreement.

**Q3:** Does JCC want the candidate to start pending the background check rather than completing and clearing the Background check before starting?

**ANSWER:** Background checks should be completed prior to the start of an assignment. When a work order is awarded to a contractor, time will be afforded to complete the background check prior to the temporary worker starting their assignment.

Page A-10 – Acceptance Criteria 3.2 states “..the Judicial Council or JBE’s shall have two (2) working days to reject the Contractor’s Services being provided fulfillment of temporary staffing personal as set forth under an approved Order. In the case of rejection of Contractor’s fulfillment of temporary staffing personal Services, the Judicial Council or JBE’s shall have the right to request Contractor to provide a replacement of the rejected temporary. Contractor shall not invoice the Judicial Council or JBE for any rejected Services.”

**Q4:** This clause provides a two-day guarantee. That is not industry standard and conflicts with 3.4 i. where a one-day guarantee is required. Please revise this section to indicate there is a one-day not a two-day guarantee.

**ANSWER:** Noted. The Attachment 2 LPA Master Agreement will be amended to correct this discrepancy.

Page A-11 - Resources

3.5 states: “Contractor is responsible for providing any and all resources (including personnel and special ergonomic equipment) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.”

**Q5:** Contractor, as the General employer would need to engage Assigned Personnel in a collaborative dialogue to determine the necessity of special ergonomic or other resources that might be considered a reasonable accommodation. Should the accommodation prove to be an undue hardship on Contractor, then Contractor would retain the right to deny such requests for Assigned Personnel that Contractor has sourced or JCC has referred. Please confirm that this is acceptable.

**ANSWER:** Confirmed as acceptable.

Page A-12 – Temporary Services/Temporary Leasing Employer Status

3.9.A.ii states: “Upon execution of this Master Agreement, the Contractor represents and warrants that it is a “temporary services employer” and/or an “employee leasing employer,” as defined in Section 606.5 of the California Unemployment Insurance Code, and that it performs ALL of the following functions in connection therewith:

ii. Determines assignments or reassignments of workers, even though workers retain the right to refuse specific assignments;

**Q6:** This does not accurately state the Contractor role, as the Contractor does not ultimately approve the assignment of a candidate. To more accurately reflect the Contractor role, would JCC agree to change this wording to read: Determines which employees to present to JCC for potential assignment?

**ANSWER:** If exceptions to Attachment 2 LPA Master Agreement are identified, respondents must submit (i) a red-lined version of the Terms and Conditions. As listed in RFP Section 11.4, the maximum number of points for acceptance of Terms and Conditions is 15. When exceptions are identified, points will be deducted from the 15 points.

#### Page A-13 Acceptance or Rejection

4. If the Judicial Council or JBE rejects any Service or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Service or Deliverable at no expense to the Judicial Council or JBE to correct the relevant deficiencies and shall redeliver such Service or Deliverable to the Judicial Council or JBE within ten (10) business days after the Judicial Council’s or JBE’s rejection, unless otherwise agreed in writing by the Judicial Council or JBE. Thereafter, the parties shall repeat the process set forth in this section until the Judicial Council or JBE accepts such corrected Service or Deliverable. The Judicial Council or JBE may terminate the portion of the Participating Addendum that relates to a rejected Service or Deliverable at no expense to the Judicial Council or JBE if the Judicial Council or JBE rejects that Service or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**Q6a:** This section is different from the guarantee terms of the RFP, which do not provide for rework at no cost, but state that if on the first day of an assignment a JBE finds a worker on satisfactory and notifies the Vendor, then the worker will be replaced and there will be no charge for the hours work in that one day. Would they JCC clarify that the correction of the deficiencies stated in this section is limited to the terms of the first day guarantee?

**ANSWER:** Please refer to 3.20 section B of the RFP to compare with page A-13 Acceptance or Rejection of Attachment 2 LPA Master Agreement. The ten (10) day period noted above is providing a window for the contract holder to resubmit additional resumes before the work order would be shared with other contract holders to restart the competitive process.

#### Page B-1 - Compensation for Services.

3.2 Overtime states: “Any overtime that is not approved in advance by the Participating JBE will be the responsibility of the contract holder to pay.”

**Q7:** We can envision a situation where a JCC supervisor instructs an employee to work OT but does not receive written approval in advance? In that case, under these terms, we would be obligated to pay, but not be able to bill OT. Should we simply instruct our employees NEVER to work OT unless they receive confirmation from us to do so?

**ANSWER:** The supervisor would be considered the Participating JBE, and, therefore, the scenario above describes an instance where Overtime was approved in advance. The temporary worker cannot assign or approve their own overtime, nor can the contract holder.

3.3 Withholding states: “When making a payment tied to the acceptance of Deliverables, the Judicial Council or Participating JBE shall have the right to withhold ten percent (10%) of each such payment until the Judicial Council or JBE accepts the final Deliverable.”

**Q7a:** Will JCC confirm there are no deliverable-based roles in this contract therefore this section is not applicable?

**ANSWER:** If exceptions to Attachment 2 LPA Master Agreement are identified, respondents must submit (i) a red-lined version of the Terms and Conditions. As listed in RFP Section 11.4, the maximum number of points for acceptance of Terms and Conditions is 15. When exceptions are identified, points will be deducted from the 15 points.

#### Page B-2 - Expenses

4.1 – states “Background Check Expenses a. For those candidates considered for an Assignment, the cost of required background checks, or those especially requested by the Judicial Council, shall be a charge set forth in an Order.”

**Q8:** Background checks can only be performed after a conditional offer of employment has been made. This would require JCC to conduct all of their screening prior to a check being performed. It appears that in 3.1 C 2, the checks will be performed after the candidate starts which would be in compliance. Is that the process?

**ANSWER:** Background checks should be completed prior to the start of an assignment. A work order is awarded to a contractor and time will be afforded to complete the background check.

#### Page B-2 –Expenses

Other expenses states: “Rates are inclusive of all burdened elements of cost, including sick leave and health benefits to be provided to any Assigned Personnel. Rates set forth herein include consideration for San Francisco Health Care Security Ordinance, Chapter 14 of the San Francisco Administrative Code, and San Francisco Paid Sick Leave Ordinance, Chapter 12W of the San Francisco Administrative Code.”

**Q9:** Healthy SF is a significant hourly cost, but only paid for work performed in SF. So that the JCC is not paying for costs not required, rather than including the Healthy SF cost in the markup, can it be added as a straight hourly surcharge only to those positions filled in SF?

**ANSWER:** Rates provided in the prospective bid should be inclusive of all burdened elements of cost, including Healthy SF sick leave.

**Q10:** In addition to Health SF, there is also paid sick leave and COVID Paid Sick Leave? We could build this into the markup, but we would be guesstimating how many days of leave employees will use. So that JCC only pays for costs expended, would it consider allowing us to bill for each hour of PSL provided to an employee as if the employee worked those days instead of having it included in the markup?

**ANSWER:** Rates provided in the prospective bid should be inclusive of all burdened elements of cost, including COVID Paid Sick Leave.

#### Page B-3 – Required Certification

4.3 states: “Required Certification. Contractor must include with any request for reimbursement from the Judicial Council or Participating JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Judicial Council or Participating JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.”

**Q11:** This is administratively difficult to include on every weekly invoice. In lieu of this, would JCC allow us to present an omnibus attestation at the start of the contract and annually thereafter indicating this?

**ANSWER:** Any request for reimbursement of costs will need to detail the nature of such costs, as permitted under a contract. Assuming the disclosure of the nature of vendor’s costs will not include any “costs incurred to assist, promote, or deter union organizing”, then I suggest the vendor simply copy and paste on its invoices the pre-written, required certification language.

#### Page D-5 – Overtime Pay

BB. states: “Overtime Pay refers to the amount, based upon the Overtime Rate, the Contractor shall bill and the Judicial Council or Participating JBE will pay for allowable overtime work provided by an Assigned Personnel. The Reports To must authorize overtime work before Overtime Pay will be considered an allowable charge under an Order. The Contractor shall bill Overtime Pay, when applicable, without any mark-up, as an item separate from the appropriate Billing Rate.”

**Q12:** Please explain what is meant by “The Contractor shall bill Overtime Pay, when applicable, without any mark-up, as an item separate from the appropriate Billing Rate.” It is industry standard to increase the bill rate regularly charged by whatever factor the

pay rate to the employee is increased (1.5 or 2 times the regular amount). How does JCC expect to be billed?

**ANSWER:** Overtime would be billed at the salary rate, rather than the mark up rate. Example: For straight time, employee earns \$10 per hour, and JBE is billed \$15 per hour to account for a mark-up. Overtime would be time billed at \$15 per hour ( $\$10 * 1.5 = \$15$ ), rather than \$22.50 per hour ( $\$15 * 1.5 = \$22.50$  per hour).

**Q13:** Alternatively, may Contractors refuse to allow its Assigned Personnel to work overtime if the method proposed by JCC does not adequately reimburse the Contractor for the cost?

**ANSWER:** Contractor may not refuse overtime requests from a JBE.

#### Page B-5 Attachment 1 to Appendix B

**Q 13a:** Please confirm that “take home pay” refers to the hourly wage paid to the temp BEFORE the deduction of mandated payroll taxes paid by the employee (such as deductions for FICA, withholdings, etc.) Take home pay implies it is the net amount deposited in the bank account which we do not believe is what was meant.

**ANSWER:** Gross amount is implied in Schedule 1 Salary Rates, rather than net amount.

#### Page C-5 Appendix C General Provisions

4. Indemnity is looking for an indemnity in cases of: (ii) an act or omission of Contractor, its agents, employees, independent contractors, subcontractors, or subcontractors’ agents, employees, independent contractors, in the performance of this Agreement”

**Q13b** In its literal reading, if an employee was harassed by a JCC supervisor and filed a claim and won, since that was an “act” of one of Contractor’s employees, the Contractor would be obligated to cover any award paid to the employee because of the JCC employee’s actions. To fix this and properly allocate responsibilities, we request that “negligent” be inserted in front of act, so it reads “a negligent act or omission...”

**ANSWER:** Please submit with your proposal a red-lined version of Attachment 3, LPA Master Agreement with your proposed change and a written explanation or rationale for each exception and/or proposed change. Please refer to RFP Section 9.0 d).

Page C-13 Appendix C 11.1 States: “Contractor is an independent contractor to the Judicial Council or JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the Judicial Council or JBEs. Contractor has no authority to bind or incur any obligation on behalf of the Judicial Council or JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Judicial Council may terminate this Agreement (and a JBE may terminate a Participating Addendum) immediately upon notice.”

**Q14:** While we understand the JBE’s desire to insure that the temporary employees are viewed as employees of the Contractor and not the JBE, there is one situation where a joint-employer relationship is desirable because it would protect the JBE. This is in the case of workers’ compensation. Since workers’ compensation only prevents employees from suing their employer for workplace injuries, if the JBE did not agree to consider itself a joint employer for workers’ compensation purposes only, a temporary employee could injure themselves on a JBE worksite and sue the JBE for his/her injuries. That would not be true if the JBE were considered a special employer for workers’ compensation purposes only. Therefore, would the JCC agree to amend this section to state that only for workers’ compensation purposes, the Contractor would be considered the “general” employer and the JBE the “special” employer?

**ANSWER:** Please submit with your proposal a red-lined version of Attachment 3, LPA Master Agreement with your proposed change and a written explanation or rationale for each exception and/or proposed change. Please refer to RFP Section 9.0 d).

Page C-14 - 11.5 Confidential Information:

**Q14a.** This section makes us responsible for confidentiality breaches on the part of any of our employees. While we can accept this responsibility for internal staff, since we are not supervising Assigned Employees, nor do we know what information they are being given, we request that this statement be revised to indicate that our responsibility regarding Assigned Employees be limited to instruct them on confidentiality provisions and have them sign the Confidentiality form.

**Answer:** Please submit with your proposal a red-lined version of Attachment 3, LPA Master Agreement with your proposed change and a written explanation or rationale for each exception and/or proposed change. Please refer to RFP Section 9.0 d).

Page D-2 – J. Conversion Fee:

**Q: 14b. J. Conversion Fee;** Please explain how the prohibition against any conversion fee is meant to work. It appears that JCC wants to agree to a conversion period before which NO hiring can take place but then says that if it happens before the conversion period ends there is no fee. Will JCC agree that no hiring will take place prior to the expiration of the conversion period?

**ANSWER:** Correct. Conversion Fees are not allowable under the terms of this agreement. Therefore, the Conversion Period is meant to provide a period of time where the JBE will not be able to hire the temporary worker until the conversion period has been surpassed. Please note that work orders have a maximum time period of 6 months. If you bid 6 months as your conversion period, it is unlikely that any temporary worker from your agency would be able to convert to regular fulltime employment. The work order will expire before the conversion period met if the temporary worker takes any days off during their assignment.

Page 56 – Appendix E – Classifications (E-6)- Analyst I, II, III, & IV

**Q15** – Is it possible to get a break-down of positions that would fall under this title?

**ANSWER:** Analyst classifications exist in many offices throughout the judicial branch. The level, I through IV, will be determined by the level of complexity of the work assignment and the minimum education and number of years of professional experience required for an assigned temporary worker to possess. Some examples would be a recruiter in HR as analyst I or II, versus a data analyst needed for qualitative and quantitative research as analyst III or IV.

Page 73 – Appendix E – Classifications (E-23) – Nurse

**Q16** – The description reads that the duties of the nurse is to administer COVID – 19 testing in clinical and outdoor settings, can you please share where specifically these positions will be located?

**ANSWER:** These positions may be expected to administer testing procedures throughout the Judicial Council’s office locations, which include Sacramento and San Francisco. The procedures may occur indoors (within Judicial Council offices) or outdoors (areas next to Judicial Council offices, i.e. parking lot or an adjacent, designated testing area).

Page 80 – Appendix G – Reference Check Template

**Q17:** It is likely that many former employers, under the advice of their attorneys, will not complete Part III for fear of lawsuits. When we complete these forms, will the JCC accept NA as an answer for any questions not completed by the referror?

**ANSWER:** NA would not be acceptable without some clarification that the questions were asked but employer’s policy would not allow for a response, or something similar.

Page 82 – Appendix G – Form C - Sample Work Order Template

**Q18:** Will the JCC allow us to use our electronic system for the receipt of orders for Work so long as the electronic orders are in the format in Appendix H?

**ANSWER:** No. The Judicial Council expects to primarily provide work orders to applicable MSA holders via email. Other JBE who participate in the master agreement may determine that an electronic ordering system will work for them.

**Q19:** Our company receives its orders electronically through a password protected portal rather than via email or fax. 1) If we recreated Form C in our online order system, would the JCC agree that all orders would be placed through our system. 2) would the JCC consider utilizing our system for other Contractors selected? We could charge a fee to the other Contractors for use of the system the way it is done in private industry where one vendor provides “Vendor Management Software” for use by other vendors in addition to itself.

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

**EVALUATION PROPOSAL**

Section 8 states “Describe the types of positions most commonly filled, and the types of positions you have the means to fill. Attachment 12, Pricing, sets forth the descriptions of the Judicial Council’s frequently requested temporary positions. Describe your firm’s successes and obstacles in filling similar orders. Indicate the number of placements you’ve secured in the last 12-months per job classification listed in Attachment 12, including your use of subcontracted firms to make a placement. In the event that your placement classifications differ from the list included in Attachment 12, account for your placements in the most equivalent Judicial Council classification.

**Q20:** Given the impact of COVID on placement rates, including courts being closed, may we include placements from the past 12-24-36 months as well?

**ANSWER:** Please include placements for the last 12 months to fulfill the request. You may also include additional data if you choose.

**Attachment 12 Pricing Submission Forms:**

Page 3

**Q21:** In rereading, are we to understand that pay and bill rates should be presented as maximum not-to-exceed rates and upon contract award we can submit candidates at rates well below the rates offered in our proposal?

**ANSWER:** Yes, Pricing Submission should represent maximum rates not to be exceeded. Please explain in your proposal how/when lower rates would be passed along to JBE seeking temporary support and assistance.