

**Temporary Staffing Services RFP Number: HR 07-08-SS**

**Questions and Answers**

1. Does the Health Care Security Ordinance (HCSO) in San Francisco County apply to this contract (per the RFP Section 7.1.1.8) at its location in Burbank? If the successful contractor includes the cost of HCSO in their rate, will the AOC allow the successful vendor to pass along the statutory cost of the HCSO in full and will the AOC allow for revisions to this rate based on the HCSO planned increase in January 2009?

**The ordinance is specific only to San Francisco and proposers are expected to address approach to HCSO in pricing model proposed, per RFP Section 8.1.3.3.**

2. Who is currently providing support for the Burbank location?

**AppleOne, Inc. – Glendale Office**

3. Does the AOC intend to award more than one agency in either location?

**No. We are seeking to award one (1) firm a master agreement with the AOC and we will rely on that firm to subcontract for hard-to-fill or specialized positions.**

4. What are the Workers' Compensation codes for the Job classifications which are stated in the RFP?

**The AOC does not use Workers' Compensation codes for the Job classifications listed in RFP HR #07-08-SS.**

5. What percentage of the positions stated in the RFP are paralegals and attorneys?

**Currently, 4% of active temps are attorneys and 0% are paralegals.**

6. What percentage of the time will employees be required to travel?

**The requirement to travel is based on the position's requirements. Currently, 8% of our active temps travel for 10% to 15% of their assignment. Also reference RFP Attachment B, Master Agreement Terms, Exhibit B, and refer to Section 1, paragraph Y.**

7. Is the term "referral" stated in Section 8.1.2.2.2 the same as the term "payroll service"?

**No. Reference RFP Attachment B, Master Agreement Terms, Exhibit B, and refer to Section 1, paragraph B, paragraph K, and paragraph II. The reference to "payroll service" is unclear, as such work is out of scope of this RFP.**

8. Will a staffing service not be considered for award of a contract if it is not possible to comply with DVBE goals?

**All submissions will be considered.**

9. Is it correct that when paying Overtime Pay at time and half, that the bill rate will not include a mark-up on that Overtime Pay rate?

**Yes, as stated in RFP Attachment B, Master Agreement Terms, Exhibit B, in Section 1, paragraph Y.**

10. If we are not bidding on all job classifications, will our RFP be considered as equally as bidders who are bidding on all job classifications?

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**The agency awarded the eventual master agreement pursuant to RFP No. HR 07-08-SS, if any, must be able to fill all of the positions listed in RFP Attachment B's Exhibit F, Classifications, by providing either in-house resources or through subcontracting. Proposers must propose pricing accordingly, using RFP Attachment E, Pricing Form. Submissions of cost/fee proposals with omissions in pricing for any of the Classifications listed would cause the proposal to be at a disadvantage in the evaluation process.**

11. If we are not DVBE Status and will not be subcontracting to a company to meet the 3% requirement, will we be considered?

**DVBE participation is based upon a good faith effort to meet a participation goal of at least 3% of contract amount. If an agency awarded the master agreement, resulting from this RFP, proposed DVBE participation to meet at least this 3% participation goal, then that agency will be obligated to provide at least 3% of total contract amount awarded to the proposed DVBE(s). Note that DVBE participation can be proposed at the prime contractor and/or sub-tiered subcontractor and/or supplier participation levels.**

12. In regards to the pricing form, Attachment E: Part 1: Salary Rate Ranges or Subcontractor Billing Rate Ranges, is this in regards to pay rates or bill rates? Our understanding is that Exhibit D, Schedule 6 is for the purpose of subcontractor bill rates.

**For RFP Attachment E, Part 1, proposers are requested to provide either (i) the proposing temporary staffing agency's salary or pay rate range or (ii) the billing rate range of its subcontractor. Note that RFP Attachment E is the format by which proposers are to propose applicable rates, while Exhibit D's Schedule 6 is the form, set forth in Attachment B, Master Agreement Terms, which the State anticipates using to incorporate subcontractor billing rates in the eventual master agreement, if awarded.**

13. What are the payment terms on invoices submitted correctly?

**The AOC cannot commit to making payments in less than 60 days after receipt of invoice, as the AOC must process invoice claims through an entity in the State's Executive Branch in order to render payments. However, the AOC will endeavor to make payments more quickly than 60 days after receipt of invoice, and can often do so, but such a schedule is dependent upon factors such as whether or not an accurate and appropriate invoice was received, volume of processing activity (e.g. fiscal year-end tends to be hectic), and impacts to processing time that may be beyond our control.**

14. Are you able to tell us how much of the total spend is between the classifications i.e. Clerical, Legal, Technical, Accounting?

**No. We have the following breakdown of active temporary staff (e.g. Open work orders), and this breakdown is fairly representative of the average temporary usage at the AOC under the current contract:**

**Accountants: 1  
Administrative Coordinators: 5  
Attorneys: 1  
Contract Specialists: 2  
Editors: 1**

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**Graphic Designers: 1**  
**Librarians: 1**  
**Library Technicians: 1**  
**Office Assistants: 2**  
**Office Technicians: 1**  
**Receptionists: 1**  
**Secretaries: 6**  
**Staff Analysts: 1**  
**Web Producers: 1**

15. In Attachment B, Master Agreement Terms: Exhibit A: Standard Provisions 3: Termination for Cause B, we are unclear on what this section means. May this please be clarified?

**As this is standard language, it is not clear what aspect needs to be clarified. However, the following is provided only as a rough paraphrase of the intent of this standard provision: It is unusual for the State to have to terminate an agreement, especially for cause. But if the State must terminate an agreement, in whole or in part, due to the fault of a contractor, the State will retain the right to obtain elsewhere similar goods or services to those terminated, as we would still require such goods or services even if the contractor failed to provide them. The contractor would be responsible for the costs the State then had to incur in order to obtain such goods or services ourselves, as those should have been provided by the contractor. If the State terminates an agreement in part, then the contractor is still responsible for providing any goods and services not terminated under the agreement.**

*END OF FORM*