COUNTY OF ALAMEDA

Questions & Answers

to

RFP No. 901860

### for

**Auxiliary Temporary Agency Services**

**Networking/Bidders Conferences Held on 1/23/2020**

|  |
| --- |
| **This County of Alameda, General Services Agency (GSA), RFP Questions & Answers (Q&A) has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County’s Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This RFP Q&A will also be posted on the GSA Contracting Opportunities website located at** [**http://acgov.org/gsa\_app/gsa/purchasing/bid\_content/contractopportunities.jsp**](http://acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp) |

Alameda County is committed to reducing environmental impacts across our entire supply chain.

If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

1. Does this RFP require the bidder to be a SLEB and/or local?
	1. **This RFP does not require a bidder to be a SLEB and/or local, however, it is required that they subcontract 20% of the contract to a qualified SLEB. Please provide what are the roles of your subcontractors as well. Also a bidder is able to have multiple subcontractors equal up to the 20% that is required. For example, a bidder may have four subcontractors with 5% distributed to each.**
2. Is it mandatory to have a SLEB as a subcontractor? Will it give any edge to the bidder in evaluation criteria? If yes, how much percent preference will be given?
	1. **Yes, it is mandatory to subcontract to a SLEB. There’s no additional points given in subcontracting to a SLEB.**
3. Is a business license required at the time of award or can it be obtained after?
	1. **A business license is required at the time of bid submittal and award.**
4. What is the estimated budget of this RFP or previous spending amount? If unknown, can Alameda County (the County) please specify the previous spending?
	1. **This will be based on the personnel needed by Human Resources and there is not an estimated budget at this time to disclose. Please see Q5/A5.**
5. Can the County provide information or history spending on the previous contracts?
	1. **The County’s current spending on this contract is around $3M. However, this amount includes the services that will not be part of the current RFP.**
6. How many vendors will be awarded to this contract?
	1. **There will be one vendor awarded for this contract.**
7. Is the volume of this RFP $1.7 million?
	1. **No, the number provided on the bid form are estimates.**
8. Are the references required have to be 3 currents and 2 former contracts?
	1. **Yes, it is required for the bidder to submit 3 currents and 2 former references.**
9. On the previous contract, it was awarded but was held up and ultimately cancelled. Are there parameters to stop it from happening again?
	1. **The County cannot predict what will happen in this new RFP.**
10. Does a contract get protested often and is there a way to prevent it from happening?
	1. **All bidders can submit a protest if they want to and there is no way to prevent it from happening.**
11. What is the current vendor markup for administrative, accounting, and technical assignment’s?
	1. **47%- 50% Mark-up.**
12. What is the maximum hours a candidate can work per assignment and per fiscal year?
	1. **Per Section B (SCOPE), Item 2, para 2 which states:**

**The maximum term for non-County employee individual temporary assignments is ninety (90) days pursuant to California Government Code §31000.4.**

1. Can the contractor bill back ACA and Sick time?
	1. **No.**
2. Can the contractor bill back background screening fees?
	1. **No.**
3. Can the contractor increase rates over the course of the 3-year contract?
	1. **No**
4. What is the typical duration of engagement for these “as needed” roles? Ex 1-3 months, 3-6 months?
	1. **Please see Q12/A12.**
5. How many positions/temporary staff requests were published under this contract in the last 1-3 years?
	1. **The Incumbent has filled approximately 80 job orders to date.**
6. If awarded, will the pay-rolling of existing temporary staff be shifted to new vendors?
	1. **Yes, it’s possible.**
7. Who are the current vendors on the temporary staffing pool?
	1. **Wollborg/Michelson Personnel Services, Inc.**
8. What is the annual spend for this contract?
	1. **This will be based on the personnel needed by Human Resources and there is not an estimated budget at this time to disclose.**
9. If it is an ongoing project, is the existing contract with one or multiple Vendors?
	1. **One Contractor.**
10. Can you please provide a copy of the proposal of all current vendors providing services, including rate/cost sheets?
	1. **No, the County selected the incumbent by a Piggyback procedure of another Public entity.**
11. What are the proposal requirements?
	1. **Please see Section D (SPECIFIC REQUIREMENTS) page 6 – 11 of the RFP and Exhibit B – Service Capabilities**
12. What are the most important changes between RFP #901860 from RFP #901667?
	1. **There are several changes, please see Section D (SPECIFIC REQUIREMENTS), pages 6 -11 and Exhibit B – Service Capabilities of the RFP.**
13. Page 5 of the RFP, Section A. (INTENT) states:

*The County intends to award a three-year contract (with options to renew) to the bidder…*

Who is the current Vendor providing services to Alameda County and for how long? Will Alameda County release the Standard Service Agreement issued to the current contractor?

* 1. **Wollborg/Michaelson Personnel Services, Inc. from 3/8/17 – 9/30/19. Yes, please see attached 6th Amendment separately.**
1. Page 5 of the RFP, Section B. (SCOPE), Category 1, states:

*Countywide Temporary Personnel – Individuals provided by Contractor for temporary Office Clerical, Secretarial, and General Administrative positions throughout the County.*

During the current contract, on average, how many temporaries are on assignment per week?

* 1. **The number of assignments can vary per week. The current contract average is about two per week with some weeks being as little as zero, and other weeks as many as 18.**
1. Page 5 of the RFP, Section B. (SCOPE), Category 2(a)(b), states:

*Countywide Payrolling Services*

1. *Payrolled Personnel – These are individuals who are hired by Contractor to fill a specific assignment for the County. Contractor shall pay these individuals the amounts specified by the County when the request is made for Contractor to fill the specific position. The County will conduct the recruitment and interviews for the hiring of these individuals. These individuals will be performing specific tasks and job responsibilities for the County, but are employees of Contractor. These individuals may be short term employees of Contractor that convert to County employees or may be long term employees of Contractor filling a specific assignment.*
2. *Payrolling Services – Refers to those services provided facilitating the County’s utilization of payrolled personnel.*

During the current contract, how many different positions are requested per year? Please provide a breakdown, by title, of all positions ordered during the current contract?

* 1. **The current contract has been approximately 30-40 annually. See breakdown below:**

****

1. Page 7 of the RFP, Section D (SPECIFIC REQUIREMENTS) Item 7, states:

*County has a need for bilingual candidates. Bidder shall have the capabilities of providing the required languages which include, but are not limited to: Chinese, Hindi, Japanese, Khmer, Korean, Punjabi, Spanish, Tagalog, and Vietnamese.*

How many current assignments require bilingual candidates? Over the course of the current contract term, what percentage of the total requests required candidates who are bilingual? Which languages were requested most during the current contract term?

* 1. **None of the current assignments required bilingual candidates nor did any of the assignments during the course of the contract, to date. It is not unusual for the County to request bilingual candidates which include, but not limited to: Burmese, Chinese, Hindi, Japanese, Khmer, Korean, Laotian, Mein, Mongolian, Punjabi, Spanish, Tagalog, Telugu, and Vietnamese.**
1. Page 7 of the RFP, Section D (SPECIFIC REQUIREMENTS) Item 8.b., states:

*Auxiliary temporary and/or payrolled personnel may be hired by the County to perform work during the term of any contract which may arise as a result of this RFP or upon termination of any contract arising hereby. Bidder agrees to release all temporary personnel from any obligations owing to the Contractor which would prevent or delay continued County employment or the provision of services to the County. Bidder shall not be entitled to any additional compensation, fees, and/or penalties or liquidated damages from either the County or from such employee as a result of such employment with the County, or other contractor performing services to the County.*

Will Alameda County establish a minimum period (such as three months) that the employee must work before hiring for no fee can take place? If it wants to hire before, would Alameda County agree to a vendor proposed fee for such conversion?

* 1. **No, there is no minimum amount of time. Employees may at any time choose to apply and accept position. Vendor shall not be entitled to any additional compensation or conversion fee.**
1. Page 8 of RFP, Section D (SPECIFIC REQUIREMENTS) Item 12, states:

*The Bidder shall perform background checks, including fingerprint, on temporary personnel at the County’s request. Additionally, the County may perform background checks, at its own expense, which may include fingerprinting, on Contractor provided personnel whenever the County, at its sole discretion, deems advisable. However, should the County discover criminal or other unsuitable history not previously disclosed or contrary to the information provided to the County, Contractor shall bear the cost of such background investigation. In addition, County shall not be responsible for the payment of any employee related expenses, including, but not limited to, compensation for services, for any such individual.*

* 1. There are costs associated with background checks. Since it is unclear how many checks will be required, it is difficult for a vendor to calculate the costs it should build into its rate to cover background checks. In cases where the need for the checks varies, industry standard is to bill the client separately for such costs with no markup. In this way, the client only pays the exact costs rather than an estimate of what the costs could be which could be overstated.

Will the County agree than when/if the County requests a background check for a position, the vendor can charge-back the costs associated with such a check? If the expectation is that the Bidder will take these costs into account, can the County provide the number of checks that were requested during the current contract term as a percentage of the total temporaries that were ordered?

* 1. **The County does not mandate what type of background checks are to be conducted. County’s expectation is a thorough background check including criminal, and all expenses related are the responsibility of the Vendor.**
1. Page 9 of RFP, Section D (SPECIFIC REQUIREMENTS) Item 13, states:

*Contractor shall provide auxiliary temporary and/or payrolled personnel who meet health screening requirements, when required, for placements located at Juvenile Hall, County jail facilities, and health care clinics. The County will provide Contractor the documents needed for the pre-employment physical requirements.*

There are costs associated with health screening. Since it is unclear how many screenings will be required, it is difficult for a vendor to calculate the costs it should build into its rate to cover health screenings. In cases where the need for the screenings varies, industry standard is to bill the client separately for such costs with no markup. In this way, the client only pays the exact costs rather than an estimate of what the costs could be which could be overstated.

Will the County agree than when/if the County requests a health screening for a position, the vendor can charge-back the costs associated with such screening? If the expectation is that the Bidder will take these costs into account, can the County provide the number of screenings that were requested during the current contract term as a percentage of the total temporaries that were ordered?

* 1. **It is unknown the number of health screenings will be required. The County can negotiate to pay for such screenings if required.**
1. Page 10 of RFP, Section D (SPECIFIC REQUIREMENTS) Item 16.e., states:

*Overtime requires pre-approval and is defined as hours worked under any contract resulting from this RFP in excess of 40 hours per week or 80 hours in a two-week period, unless otherwise requested. Four ten-hour days or any other combination of time that does not exceed 40 hours per week or 80 hours in a two-week period does not constitute overtime.*

California law requires that overtime be paid at the rate of 1.5 times for hours worked over 8 in one day, or 40 hours worked in one week and paid at the rate of 2 times for hours worked over 12 hours in one day, or when an employee works more than 8 hours on their 7th consecutive day of work.

Will the County change its definition of overtime to comply with California law?

* 1. **Contractor must abide by California law. These provisions only address the hours worked in a week. Daily hours for overtime must comply with California law.**
1. Page 10 of RFP, Section D (SPECIFIC REQUIREMENTS) Item 16.g., states:

*Contractor shall not assess a mark-up on overtime hours; however, County will reimburse Contractor for statutory tax and insurance contributions incurred in connection with overtime. Contractor shall bill separately for such contributions.*

All hours worked go towards employee benefit milestones (such as state-mandated sick pay) and therefore represent a cost to the vendor greater than just the pay and payroll taxes. So billing just the payroll and payroll taxes without any markup on OT hours would actually represent a loss per hour for every OT hours. A fairer solution would be for the County to allow the Contractor to bill their normal markup on the straight time portion of OT pay, and the statutory tax and insurance rates on the OT (1/2) portion. Would the County agree to that? Alternatively, would the County be willing to negotiate a lower markup rate to be used uniformly for OT hours that would compensate the vendor for these additional costs?

* 1. **No, the County will not change the requirement outlined on page 10 of RFP, Section D (Specific Requirements) Item 16. G.**
1. Page 16 of RFP, Section II (COUNTY PROCEDURES, TERMS, AND CONDITIONS) Item C.6., states:

*Unique Services – Any unique services provided by the bidder that has a great value to the County. (2 point)*

 Can the County define “that has great value to the County?”

* 1. **It is up to the Bidder to identify and outline any aspects of their services. County is particularly interested in the features of the staffing and recruitment technology utilized as well as any other unique services not yet covered in the RFP.**
1. Page 23 of RFP, Section II (COUNTY PROCEDURES, TERMS, AND CONDITIONS) Item M.8., states:

*Prevailing Wages:  Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.*

So that all vendors are working with the same information, can the County disclose which positions covered by the RFP are subject to prevailing wages and the prevailing wages for them?

* 1. **All positions at the County are paid at or above California state or local minimum wage.**
1. Page 25 of the RFP, Section N (AWARD), Item 10, states:

*Final Standard Agreement terms and conditions will be negotiated with the selected bidder. Bidder may access a copy of the Standard Services Agreement template can be found online at:*

[*http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf*](http://www.acgov.org/gsa/purchasing/standardServicesAgreement.pdf)

*page 14 of the Standard Service Agreement, Option 3 states:*

*If SLEB Waiver was approved by GSA, Auditor Controller or the Board*

*use provision below:*

*SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:*

*Contractor has been approved by County to participate in contract without SLEB*

*participation. As a result, there is no requirement to subcontract with another*

*business in order to satisfy the County’s Small and Emerging Locally owned*

*Business provision.*

*However, if circumstances or the terms of the contract should change,*

*Contractor may be required to immediately comply with the County’s Small and*

*Emerging Local Business provisions, including but not limited to:*

*a. Contractor must be a certified small or emerging local business(es) or*

*subcontract a minimum 20% with a certified small or emerging local*

*business(es).*

*b. SLEB subcontractor(s) is independently owned and operated (i.e., is not*

*owned or operated in any way by Prime), nor do any employees of either*

*entity work for the other.*

*c. Small and/or Emerging Local Business participation and current SLEB*

*certification status must be maintained for the term of the contract.*

*Contractor shall ensure that their own certification status and/or that of*

*participating subcontractors (as is applicable) are maintained in compliance*

*with the SLEB Program.*

*d. Contractor shall not substitute or add any small and/or emerging local*

 *business(s) listed in this agreement without prior written approval from*

*the County. Said requests to substitute or add a small and/or emerging*

*local business shall be submitted in writing to the County department*

*contract representative identified under Item #13 above. Contractor*

*will not be able to substitute the subcontractor without prior written*

*approval from the Alameda County Auditor Controller Agency, Office of*

*Contract Compliance (OCC).*

*e. All SLEB participation, except for SLEB prime contractor, must be tracked*

*and monitored utilizing the Elation Compliance System.*

*County will be under no obligation to pay contractor for the percent committed to*

*a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed*

*by the listed small and/or emerging local business.*

*For further information regarding the Small Local Emerging Business*

*participation requirements and utilization of the Alameda County Contract*

*Compliance System contact the County Auditor- Controller’s Office of Contract*

*Compliance (OCC) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel:*

*(510) 891-5500, Fax: (510) 272-6502 or via E-mail at*

*ACSLEBcompliance@acgov.org**.*

Regarding the SLEB requirement of 20%, it is difficult, in a requirements contract, to guarantee aspecific amount of cost for a SLEB, because the bidder never knows the total amount of cost in a year until the year is over. In addition, while we may provide several candidates for each request (from both our company and a SLEB), if our candidates are selected over the ones presented by the SLEB, that also works against achieving the 20% objective. Given these two issues make guaranteeing the 20% of the contract would definitely be serviced by a SLEB difficult. Would the County allow vendors to commit to working with a SLEB, but allow them a waiver as per Option 3, so that the bidder can use commercially reasonable efforts to attain the 20% goal, but would not be in violation of the contract if the bidder could not achieve it?

* 1. **A waiver option is not specified for this contract. The Bidder must be a SLEB or subcontract to a SLEB.**
1. On Page 27 of the RFP, Section III (INSTRUCTIONS TO BIDDDERS), Item S.2, states:

*Bidders must submit an attached electronic copy of their proposal. The electronic copy must be in a single file (PDF with OCR preferred), and shall be an exact scanned image of the original hard copy Exhibit A – Bid Response Packet, including additional required documentation.*

Will the County allow bidders to electronically create a PDF from the original to submit rather than scanning so the image will be clearer?

* 1. **The bidder can determine what is the best options on submitting their proposal as long as their proposal will be submitted through EZSourcing Portal.**
1. On Page 28 of the RFP, Section III (INSTRUCTIONS TO BIDDDERS), Item S.8, states:

*California Government Code Section 4552: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.*

The RFP indicates that no part of the bid response may be marked confidential or proprietary. However, the County is asking for information such as proprietary system screenshots, financials, references, evidence of prior similar work, a description of special resources, procedures or approaches that make the Bidder different from others, etc. which is proprietary and a trade secret by its very nature. Can certain portions as listed above be identified as confidential and not subject to release in a FOIL request?

* 1. **Yes, trade secrets, federal tax ID and financial reports are not subject to California Public Records Act and it is always being redacted.**
1. What are the most frequently used job categories in the subject matter RFP?
	1. **Please refer to Q27/A27.**
2. What is the average length of assignment for temporary employees?
	1. **Approximately 15 days.**
3. Is there any preference to local vendors?
	1. **Yes. 5% preference points**
4. What are the list of benefits current employees receiving from the incumbent?

**A42) The Contractor is not required to provide its employees assigned to the County any additional benefits than it typically accords its employees. The County does not monitor the benefits the Contractor offers its employees.**

1. What is the mandate living wage and supplemental benefits?
	1. **None.**
2. Can the County provide details on the benefits package current incumbent to temporary employees?
	1. **Any employee working over 30 hours/week is eligible to sign up in their choice of medical benefits, which would begin on the 1st day of the month following a 60-day wait period. Contractor offer a MEC (Minimum Essential Care) plan, and enhanced MEC Plan, as well as a MVP (Minimum Value Plan). Plan costs are self-funded and made affordable, per the ACA as needed.**
3. Can the County provide the list of client mandated holidays?
	1. **Please see Section D (SPECIFIC REQUIREMENTS), item 16.h, pages 10 – 11.**
4. Can the County provide the list of vacations and holidays current employees are receiving from the incumbent?

**A46) The current contractor does not offer any paid holidays or vacation pay for its temporary staff. Contractor does offer CA sick pay to their temp employees. The County does not monitor vacation/holidays the contractor offers its employees.**