



March 25, 2024

**RFQ #2324-11 On-Call Temporary Staffing Services  
Addendum No. 2  
Questions & Answers**

1. Can you please provide us with an estimated or NTE budget allocated for this contract?

The annual NTE budget is \$100,000.

2. Could you please share the previous spending on this contract, if any?

For FY 2022-23, total spending was \$183,604.14 for staffing services across all firms. If you are looking for specific information on a firm, please submit a Public Records Request with the City Clerk's Office as this information is not applicable to the RFQ. A Public Records Request normally takes up to ten (10) days to process, and may take longer if information is not readily accessible.

3. Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?

Candidate resumes should be submitted once a request is made to fill a position. This allows Management to assess and select and onboard potential staffing candidates.

4. Are hourly rate ranges acceptable?

Yes

5. Please provide a copy of the proposal of the previous vendors providing temporary staffing, including rate/cost sheets.

Please submit a Public Records Request with the City Clerk's Office as this information is not applicable to the RFQ. A Public Records Request normally takes up to ten (10) days to process, and may take longer if information is not readily accessible.

6. Please share the incumbent vendors current pricing.

Please submit a Public Records Request with the City Clerk's Office as this information is not applicable to the RFQ. A Public Records Request normally takes up to ten (10) days to

process, and may take longer if information is not readily accessible.

7. How many incumbents are going to be hired from each position.

There is not an identified or set number of positions to be hired. This is an On-Call agreement and positions will be hired on “as-need” basis based on vacancies and staffing availability. Not clear on the question.

Could you please let us know the length of the contract.

As indicated in the RFQ, the City is seeking a 2 year agreement with the potential for optional years.

8. There is any local preferences?

No.

9. On average, how long is an assignment? Or what is the average duration of assignments?

Most assignments are 6 months to 1 year, but may vary based on assignment.

10. Who are the incumbents, if any, on this On-Call Staffing contract?

Please submit a Public Records Request with the City Clerk’s Office as this information is not applicable to the RFQ. A Public Records Request normally takes up to ten (10) days to process, and may take longer if information is not readily accessible.

11. How do the rates for the positions work?

Each position has a billable amount.

12. Will you provide us with what you want to spend per hour for each position?

No. Please submit your most competitive hourly rates for each position.

13. Is this a new initiative? If not, please provide the names of the current vendor(s) providing the services.

No, this is not a new initiative. The City has utilized various staffing firms on an informal bid basis and is seeking to enter into formal on-call agreements. Like Question 10, you may submit a Public Records Request to obtain the current vendors the City is currently using.

14. Can you please let us know the previous spending of this contract?

For FY 2022-23, total spending was \$183,604.14 for staffing services across all firms. If you are looking for specific information on a firm, please submit a Public Records Request with the City Clerk’s Office as this information is not applicable to the RFQ. A Public Records Request normally takes up to ten (10) days to process, and may take longer if information is not readily accessible.

15. Please confirm the anticipated number of awards.

The City is anticipating awarding up to 3 agreements, but can be 1-3 depending on proposals.

16. Are there any pain points or issues with the current vendor(s)?

Not applicable.

17. Please confirm the guaranteed hours for the positions.

Similar to Question 7. There are no guaranteed hours as this is an on-call engagement based on availability and need.

18. Does the city have a maximum number of hours a temporary worker can work in one year? If so, how long does a temporary worker have to wait until they are eligible to return?

No.

19. Please Confirm is 1 USB containing status of past and present contract form mandatory or just submission in City's eProcurement portal is warrants completion.

There is no USB required, as this is a typo in this form. Please submit Proposal and all documents directly to PublicPurchase.

20. How many staffing partners are you looking to award this contract to?

Please see Question 15. The City may award 1-3 agreements depending on proposals.

21. Do you anticipate these roles to be hybrid or remote?

All job assignments are onsite.

22. What are the typical hours for the city?

The City works a 9/80 work schedule, with alternating Fridays off. Regular work hours are below.

- Mon-Thurs: 7:30 am to 5:30 pm,
- Friday: 7:30 am to 4:30 pm.

23. What is the tentative start date of this engagement?

The City is anticipating awarding agreements in late April 2024 and possibly May 2024, in which engagement would start shortly thereafter. However, please note that this is contingent upon final agreement with selected firms and tentative start dates may be delayed.

24. What is the work location of the proposed candidates?

The work location is City Hall, located at 303 W. Commonwealth Fullerton, CA.

25. Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?

None.

26. How many positions were used in the previous contract?

Not applicable.

27. How many positions will be required per year or throughout the contract term?

Varies based on needs.

28. 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?

Yes.

29. 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 see question 21. All work assignments will be on-site.

30. 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?

Candidate resumes should be submitted once a request is made to fill a position.

31. Could you please provide the list of holidays?

New Years, President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Day after, Christmas Eve and Christmas Day, New Years. The City does not pay for holidays.

32. Are there any mandated Paid Time Off, Vacation, etc.?

No.

33. If applicable, who is the incumbent for these services and for how long have they served the City in this capacity?

Please see Question 10.

34. What are the City's current rates mark-ups for the positions listed in the solicitation?

Not applicable.

35. What is the anticipated annual and total spend for this contract?

Please see Question 1.

36. How many awards does the City anticipate making?

Please see Question 15.

37. When does the City anticipate completing its evaluation and notifying respondents of its recommended awardee(s)?

The City is anticipating to complete its evaluation process in middle to late April 2024 and will issue Notice of Intent to Award in Public Purchase shortly thereafter, notifying all respondents to RFQ.

38. Will the City provide detailed job descriptions for the positions listed in the solicitation?

All job descriptions are available on the City's website.

39. What is the average response time after a candidate is submitted to provide feedback on the candidate?

1-3 days

40. What is the average number of days from the date the candidate is submitted to an offer being extended?

All candidates must go through the City's background process and fingerprinting. This can take up to 3-6 weeks.

41. Do Hiring Managers do intake calls with the Suppliers when a new position opens up?

Hiring Managers will reach out to any of the awarded Suppliers on On-Call List when a new position opens up. It is up to the discretion of the City's Project Manager or Hiring Managers to hold periodic calls with any of the suppliers on on-call list regarding potential availability.

42. What specific background checks and/or drug screens are required of the temporary staff?

Candidates must go through background and fingerprinting per Human Resources personnel procedures.

43. To ensure FCRA compliance, is it our company's policy to provide Clients with an attestation of completion of background check pursuant to Clients' requirements, but not the actual results. Will the City accept letters of attestation in lieu of actual background check results?

No, the City will not. As indicated in Question 42, the City performs background checks on all candidates.

44. Will respondents be allowed to pass through the costs for background checks and drug screens (at no additional markup) to the City?

Please see Question 43.

45. Will respondents be disqualified or adversely impacted during the evaluation process if they were to submit exceptions to the City?

It is not the City's practice to accept exceptions.

46. With respect to Affordable Care Act (ACA) costs, would the City prefer these charges as a separate line item on the invoices, or instead incorporated directly into each respondent's proposed rates?

Yes, please include as a separate line item or separate costs in your proposed Fee Proposal.

47. If government-mandated costs or expenses are enacted during the contract term, will respondents be allowed to request rate increases to cover these higher rates?

Yes, this may be considered and subject to mutual negotiation and approval by City.

48. Will the Living Wage Ordinance (LWO) be applicable to this contract?

The City of Fullerton does not have a Living Wage Ordinance.

49. Is Federal Funding, SCA, or the Davis Bacon Act applicable to this contract?

Federal funding, SCA and Davis Bacon Act are not applicable to this contract.

50. How will orders be released for this award?

Once the On-Call List is established and agreements are awarded, it will be the responsibility of the Hiring Managers and/or Project Manager to work with awarded firms for any potential work placements. As this is an on-call engagement, and requested services will be based on availability and need, there is no predeterminate set amount of work and services will be requested on an "as-needed" basis to any of the on-call firms of no particular preference.

51. Will this be a cooperative contract with a piggybacking clause?

No, this engagement and awarding agreements will not be a cooperative or "piggy-back" agreement which allows other cities or agencies to utilize awarded agreement terms.

52. Could we propose a temp to permanent hire conversion fee in our proposal?

Yes.

53. Kindly provide us detailed information on the incumbents or current contractor involved in this project.

Please see Question 10.

54. Can you provide headcount of resources utilized in 2023-24?

In FY 2023-24, the City utilized four (4) staffing employees.

55. In the Reference, is it mandatory to provide 3 California government clients? Is this the qualification requirement for proposal submission?

Please adhere to the instructions as indicated in the RFQ instructions.

56. Please provide information on the historical expenditure of this opportunity.

For FY 22-2023, total spending was \$183,604.14 for temporary staffing services.

57. Do we need to have an active business license at the time of Proposal submission?

Vendor will not need a City of Fullerton Business license until agreements are awarded and RFQ process is completed.

58. If possible, please provide the place of performance.

Place of performance and work site is located at City Hall, located at 303 W. Commonwealth Ave, Fullerton CA.

59. Please clarify if the job positions will be onsite/remote or hybrid? If remote, then is the city going to provide the needed equipment?

Please see Question 21.

60. Who are the incumbent firms?

Please see Question 10.

61. What are their current bill rates by position category?

Please submit a Public Records Request with the City Clerk's Office as this information is not applicable to the RFQ. A Public Records Request normally takes up to ten (10) days to process, and may take longer if information is not readily accessible.

62. What was the spend for temporary staffing under this contract for each of the past 3 years by job title?

Over the past three (3) years, the City has spent the following from various staffing firms for the below listed positions:

**Customer Service Representative**

2020-2021 \$22,020.43  
2021-2022 \$45,410.09  
2022-2023 \$93,642.52

**Account Clerk**

2020-2021 \$0  
2021-2022 \$102,736.46  
2022-2023 \$89,961.62

63. What is the total budget per year for this initiative?

Please see Question 1. The total annual NTE budget is \$100,000.

64. How many contracts does the City expect to award for this RFI?

Please see Question 15.

65. How will the City determine which awardee(s) will receive orders?

Rated based on evaluation of proposals based on RFQ Section V Evaluation and Award criteria.

66. Will positions be working in the office, remote or hybrid?

Please refer to Question 21.

67. What is the average length of assignment?

Most assignments are 6 months to 1 year, but can vary based on assignment and need.

68. Is there a time limit as to how long a temporary employee can work on an assignment?

No.

69. We have worked with another City agency that required us to pay employee's the lowest hourly rate they paid to employees, will the City do the same and provide the rate or is the staffing service required to set their own payrates based upon the job description?

Staffing agency should provide their own all-inclusive pay rates based on the job description.

70. Pg 5 Section II Scope of Services/Scope of Work - Scope of Services: Historically, what has been the breakdown of roles used by the City?

Over the past three (3) years, the City has primarily utilized Customer Service Representative, Payroll Technician, and Account Clerk temporary staffing services.



71. Pg 12 Section IV Required Proposal Content - Technical Proposal: Consultant staff assigned to execute the scope of services must have relevant experience and appropriate licenses in providing and/or performing the necessary services as described under the scope of services: For each position category outlined in Section II Scope of Services, please expand on specific software/systems knowledge and licenses required to perform required duties so that we may provide accurate rates.

No licenses are required. Candidates should be knowledgeable of Microsoft Excel and Word. Knowledge of ERP systems such as Central Square Finance Enterprise and/or Tyler Munis are desirable, but not required.

72. Pg 13 Section IV Required Proposal Content - Technical Proposal - Detailed Work Plan: Describe approach to managing your professional staffing, their specific responsibilities, and how their work will be supervised. Identify methods that proposer will use to ensure quality control and responsiveness to City needs and/or change in work assignments: Please confirm that this question is regarding the bidder's internal recruitment/staffing process and that the City will be supervising all temporary employees provided by the successful bidder(s) and that the bidders will not be expected to oversee the work performed by the assigned employees.

City will be supervising all temporary employees work performed.

73. Pg 14 Section IV Required Proposal Content - Technical Proposal - Fee Schedule / Cost Proposal:  
Provide an explanation if fees will be calculated on any other basis. Itemize the type of expenses (other than fees) for which your firm would seek reimbursement. Identify any applicable conversion fees: Would the City prefer we include the cost of background checks into our bill rates (which may lead to overestimated costs which may mean the City is paying for costs not actually expended), or to bill as a separate line item as a pass-through cost with no mark-up? In addition, we believe we would be overcharging the City if we included potential sick leave costs in our bill rates as we would need to estimate on the high side to cover potential costs. We request the City adopt the same policy adopted by many of our other government clients who allow us to bill for eligible sick leave billed as if the employee worked that day, so the City is only paying for time used.

The City performs fingerprinting and background checks at their own expense. Proposer can submit fees for sick leave based on their firm's policy, but is subject to negotiation and approval by the City.

74. Pg 14 Section IV Required Proposal Content - Technical Proposal - Fee Schedule / Cost Proposal:  
Provide an explanation if fees will be calculated on any other basis. Itemize the type of expenses (other than fees) for which your firm would seek reimbursement. Identify any applicable conversion fees. Do you anticipate converting temporary employees to the City on a full-time basis?

The City does not anticipate converting temporary employees to full-time.

- a. If so, how many temporary employees have been converted as an employee of the City under the current contract?

We do not convert temporary employees to City employee. All temporary employees would need to go through a competitive recruitment process if a position becomes open to become a full-time City employee.

75. Pg 14 Section IV Required Proposal Content - Technical Proposal - Fee Schedule / Cost Proposal:

The City will not pay for overtime, holidays or any vacation time or other special benefit offered by the firm: Will the City agree not to schedule employees in a way that would qualify them for overtime or holiday pay if the City is unwilling to pay more than a "straight" hourly rate? And will the City agree to pay an overtime/holiday rate if a City representative directs an employee to work hours that would qualify them for such pay?

The City will manage the temporary employees work schedule to ensure no overtime is performed or work is performed on holidays.

76. Pg 14 Section IV Required Proposal Content - Technical Proposal - Fee Schedule / Cost Proposal:

Adjustment of the fee schedule can be negotiated at the beginning of each Agreement year; however, the maximum increase shall be based on the applicable consumer price index (CPI) rate. Will the City agree to increases above the CPI rate if they reflect the cost incurred by TemPositions due to an increase in or imposition of any city, state or federally mandated employee benefit, training, cost, or payroll tax, including but not limited to workers' compensation, FICA, disability, family leave, and unemployment insurance charges, mandated health insurance premiums, mandated sick leave, and/or any other new, revised, or instituted payroll cost, tax, or penalty we are forced to incur? Additionally, can the City specify which month or rolling 12-month to use for the CPI increase percentage.

Any increase above applicable consumer price index (CPI) rate due to Federal or State mandates because may be requested and subject to negotiation and approval with City staff.

The City typically utilizes the CPI-U All Urban Consumers and the 12-month rolling period can be determined by the City' Project Manager and is typically the preceding month of agreement award or most recent 12 month period with data available.

77. Terms and Conditions Specific Questions:

Pg 19 Professional Services Agreement 1.0. Services Provided By Consultant 1.3 Performance to Satisfaction of City:

Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

Q16: The RFI is not for deliverables, rather time for work performed by Assigned Temporary Employees under the supervision of the City. This clause seems to be related to

fixed price outsourced work, not contingent hourly based services. Industry Standard practice is that once the weekly hours are approved, there is no recourse on the part of the client for a refund. The only refund (which does not include rework), is to replace a consultant if the client is not satisfied, with no charge for the day of notification of the performance issues. Will the City accept this standard practice?

This is the City's standard blanket PSA template and may be revised based on type of services rendered to the City. The City has utilized temporary staffing services quite frequently and is aware of industry standard practices. The City is amenable to working with Consultant/Client to obtain professional staffing that best meets the City's expectation levels in the event that one of their placements does not work out and will exhaust all efforts to remedy situation with consultant.

78. Pg 20 Professional Services Agreement 1.0. Services Provided By Consultant 1.4  
Warranty:

Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement: The indemnity in this section is overly broad and not industry standard and would require us, for example, to indemnify the State for a judgement obtained by one of our employees who was sexually harassed by a State employee. Therefore, would the State agree to revise this indemnity to make us responsible only in the case of events caused by our gross negligence or willful misconduct and not the result of negligence or unlawful conduct on the part of State employees?

This is the City's standard indemnity provisions as required of most firms and companies the City does business with. However, if awarded a contract, this may be revisited and reviewed with the City's City Attorney and firm's legal team and subject to final negotiation and agreement

79. Pg 20 Professional Services Agreement 1.0. Services Provided By Consultant 1.8  
Confidentiality:

Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement: Are you saying the Consultant is responsible for the data worked on by the Employees of the Consultant who are under the supervision of the City? If so, that would be a significant departure from Industry Standard which holds the Consultant responsible for activities of their internal staff, but not the assigned employees who are supervised directly by the client. Please clarify the intent.

This is the City's standard blanket PSA template and may cover additional indemnities and protections should consultants have access to certain data. Your staffing employees may have access to certain confidential information, but will do so under the City's supervision,

on City premises and consultant/firm will not have access to any City systems or information. This section does not apply to services solicited.

80. Pg 21 Professional Services Agreement 2.0. Compensation and Billing 2.3 Method of Billing:

Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction: Since employees hours will be approved by the City on a weekly basis, and invoices are generated based on hours approved by City employees, will the City agree to weekly invoicing?

Yes, the City is amenable to weekly invoicing; but vendor still must adhere to the City's net term payment policy.

81. Pg 22 Professional Services Agreement 5.0. Insurance 5.2 Minimum Scope and Limits of Insurance:

Business Automobile Liability Insurance. Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 00 01, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles: Is driving required by this contract? If not, would the City agree to remove the automobile liability insurance requirement?

Driving is required to work site and work location as is required of any other City employee and this is required. If Proposer disagrees with this, and only if awarded, you can make this request and will be subject to review by the City's Risk Management and legal team.

82. Pg 26 Professional Services Agreement 6.0. General Provisions 6.8 Indemnification and Hold Harmless: To the fullest extent of the law, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the professional services undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.
- Q21: The indemnity in this section is overly broad and not industry standard and would require us, for example, to indemnify the City for a judgement obtained by one of our employees who was sexually harassed by a State employee. Therefore, would the City agree to revise this indemnity to make us responsible only in the case of events caused by

our gross negligence or willful misconduct and not the result of negligence or unlawful conduct on the part of City employees?

This is the City's standard indemnity provisions as required of most firms and companies the City does business with. However, if awarded a contract, this may be revisited and reviewed with the City's City Attorney and firm's legal team and subject to final negotiation and agreement.

83. Pg 26 Professional Services Agreement 6.0. General Provisions 6.9 Independent Contractor:

Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

Q23: Because invoices are reflective of wages actually paid to employees, it would be a hardship to allow a set-off against undisputed invoices. Therefore, would the City agree to remove the set-off clause?

This is the City's standard blanket PSA template and some sections may be more applicable or not applicable depending on type of services rendered to the City. Staff would need to consult with its City Attorney to modify any language of the City's PSA, but this can be done at later time during agreement award. The City is amenable to working with Consultant/Client to ensure most practical form of billing should any extenuating circumstances occur.

84. Pg 27 Professional Services Agreement 6.0. General Provisions 6.15 Responsibility for Errors:

In the event that an error or omission attributable to Consultant occurs, without prejudice to any other remedy to which City may be entitled to at law or equity, Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction. In addition, Consultant shall reimburse City for any and all costs, expenses and/or damages, if any, that the City has incurred due to the aforementioned error or omission.

Q24: Please confirm this section is regarding an error or omission attributable to Consultant in providing staffing services and not regarding the Employees of the Consultant who are under the supervision of the City? If so, that would be a significant departure from Industry Standard which holds the Consultant responsible for activities of their internal staff, but not the assigned employees who are supervised directly by the client. Please clarify the intent.

This is the City's standard blanket PSA template and some sections may be more applicable or not applicable depending on type of services rendered to the City. These section or clause does not apply to these services solicited for this engagement.

85. For references; do we need to provide government client's references only? Or can we use non-government client references? Will it be sufficient?

No, all references are acceptable.

86. In page 31, it is mentioned that "Firm is required to complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFQ and submit as part of the proposal."  
It would be very difficult to provide different form for each contract for firms with huge number of past and present contracts (for example: over 200 contracts). Could the City waive this requirement off or could we provide a statement instead regarding the termination of the past and present contracts?

Yes, you may submit a statement speaking to the total past and present contracts terminated, settled or litigated over the last 5 years if voluminous. Conversely, you may also submit a statement if you have none have been terminated, settled or litigated or will be.

87. As the proposals need to be submitted electronically at WWW.PUBLICPURCHASE.COM, is it mandatory to provide the one (1) USB Drive or can the firms provide the completed form along with the proposal?

There is no USB required, as this is a typo in this form. Please submit Proposal and all documents directly to PublicPurchase.