

November 15, 2016

Notice to Potential Vendors:

**BULLETIN NUMBER 2
REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
TEMPORARY PERSONNEL SERVICES
RFSQ NUMBER 604-SH**

INTRODUCTION

Bulletin Number 2 is being issued to make the following revisions to the Request for Statement of Qualifications (RFSQ) Number 604-SH documents and to provide answers to questions that were received by November 10, 2016. The answers are final and become part of the RFSQ.

- A. RFSQ, Paragraph 1.41, Vendor's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking, shall be added as follows:

1.41 Vendor's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy. The policy prohibits Vendors engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendors are required to complete Exhibit 14 (Zero Tolerance Human Trafficking Policy Certification) in Appendix A (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Human Trafficking provision as defined in Section 8.53 (Compliance with County's Zero Tolerance Human Trafficking Policy) of Appendix H (Sample Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

- B. RFSQ, Sub-paragraph 2.7.3, Required Forms, shall be deleted in its entirety and replaced with the following:

2.7.3 Required Forms (Section B)

The SOQ shall include the following forms as provided in Appendix A - Required Forms, of this RFSQ. Vendor shall complete, sign, and date all required or applicable forms.

The person signing all forms must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement. Forms may be expanded, as necessary, to provide complete responses.

Exhibit 2 – Certification of No Conflict of Interest

Exhibit 3 – Vendor's EEO Certification

Exhibit 4 – Request Preference Program Consideration

Exhibit 5 – Familiarity with the County Lobbyist Ordinance Certification

Exhibit 9 – Attestation of Willingness to Consider Gain/Grow Participants

Exhibit 10 – County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

Exhibit 11 - Charitable Contributions Certification

Exhibit 12 – Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Exhibit 14 – Zero Tolerance Human Trafficking Policy Certification

- C. Appendix A – Required Forms, Exhibit 14 – Zero Tolerance Human Trafficking Policy Certification is added to the RFSQ and attached to this Bulletin Number 2 as Attachment 1.
- D. Exhibit B – Sheriff's Department Listing of Locations, Attachment 1 – Statement of Work, of the RFSQ is deleted in its entirety.
- E. Appendix H – Model Master Agreement, Sub-paragraph 8.53, Compliance with County's Zero Tolerance Human Trafficking, shall be added as follows:

8.53 Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

- F. The Department's answers to questions received from potential vendors are attached to this Bulletin Number 2 as Attachment 2.

You may access this Bulletin Number 2 of RFSQ 604-SH in electronic (PDF) format via the Department's website at: <http://shq.lasdnews.net/shq/contracts/info.html>.

Except as provided herein, all other Terms and Conditions of this RFP will remain in effect.

Should you have questions, please contact Contract Analyst Jennifer Russell at jrusse1@lasd.org.

GJ:JR:jlr

(Fiscal Administration – Contracts Unit)

- c: Glen Joe, Director, Fiscal Administration
- Kimberly Unland, Captain, Personnel Administration Bureau
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**ZERO TOLERANCE HUMAN TRAFFICKING
POLICY CERTIFICATION**

BULLETIN NUMBER 2 - ATTACHMENT 1

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

VENDOR CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Vendor acknowledges and certifies compliance with Section 8.53 (Compliance with County's Zero Tolerance Human Trafficking Policy) of the proposed Contract and agrees that vendor or a member of his staff performing work under the proposed Contract will be in compliance. Vendor further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

**TEMPORARY PERSONNEL SERVICES
RFSQ NUMBER 604-SH**

**BULLETIN NUMBER 2 - ATTACHMENT 2
QUESTIONS AND ANSWERS**

1. Attachment 1 – Statement of Work, Exhibit A, of the RFSQ

Question: Are nursing services included in the RFSQ?

Answer: Only those position listed in Exhibit A – Personnel Job Classifications of the SOW are included in the RFSQ at this time. The Department reserves the right to add/delete temporary personnel job classifications throughout the term of the Master Agreement.

2. Attachment 1 – Statement of Work, Exhibit A, of the RFSQ

Question: Are the billing rates contained in Exhibit A the rates that the County expect vendors to bill?

Answer: Yes.

3. Appendix H – Model Master Agreement, Paragraph 5.0 - Contract Sum, Sub-paragraph 5.2

Question: What is the 2017 “not to exceed amount” for temporary personnel services?

Answer: This amount shall not exceed amounts allocated to the Department by the County Board of Supervisors, as necessary to meet the needs of the Department.

4. Appendix H – Model Master Agreement, Section 5.0 - Contract Sum, Sub-paragraph 5.4

Question: Will the current Master Agreement Contract Temporary Personnel be moved to the new contract effective January 18, 2017, for the remaining hours of their work order?

Answer: No, the current Master Agreement expires on January 18, 2017. All Work Orders issued under the current Master Agreement will expire effective January 18, 2017, unless expired or terminated sooner by the Department.

5. Appendix H – Model Master Agreement, Sub-Paragraph 8.24 - Insurance Coverage, Sub-paragraph 8.24.5

Question: We would like to confirm that the Health Information Associate position described in Exhibit A, Page 6 does not involve any patient contact and therefore does not trigger the requirement for Sexual Misconduct Liability Insurance as specified in paragraph 8.24.5 of the Model Master Agreement.

Answer: Yes, correct. This position does not involve any patient contact.

6. RFSQ, Paragraph 1.32 - Local Small Business Enterprise (LSBE) Preference Program (if applicable)

Question: Are non-LSBE certified businesses required to subcontract with LSBE businesses?

Answer: No. Additionally, the requirements of the Master Agreement may not be subcontracted by the Contactor without the advance approval of the County. Refer to Sub-paragraph 8.39 – Subcontracting, Appendix H – Model Master Agreement, of the RFSQ.

7. RFSQ, Paragraph 1.32 - Local Small Business Enterprise (LSBE) Preference Program (if applicable)

Question: If so, what percentage of contract is required to be subcontracted to LSBE businesses?

Answer: Not Applicable see answer to question #6.

8. RFSQ, Paragraph 1.4 - Vendor's Minimum Mandatory Qualifications (MMQ), Sub-paragraph 1.4.1

Question: Could Vendors use the LA County Sheriff's Department itself as a reference?

Answer: Yes.

9. RFSQ, Paragraph 1.4 - Vendor's Minimum Mandatory Qualifications (MMQ), Sub-paragraph 1.4.1

Question: What capacity does the County mean by "law enforcement agency?"

Answer: A law enforcement agency is a government agency responsible for the enforcement of the laws, such as a local police department, sheriff's department, a state agency such as the California Highway Patrol, or a federal agency such as the Federal Bureau of Investigation.

10.

Question: Who is the incumbent(s) and how long were they in service of the contract?

Answer: Currently there are 8 Contractors providing Temporary Personnel Services. They are CBS Personnel Services. LLC dba Staffmark, Helpmates Staffing Services, Howroyd-Wright Employment Agency, Inc. dba AppleOne Employment Services, HR Management, Inc., JM Temporary Services and Affiliates, Inc. dba JM Staffing, Staff Today, Inc., ManpowerGroup US, Inc., and Maxim Healthcare Services. The current

Master Agreement was adopted by the Los Angeles County Board of Supervisors on July 19, 2011, and has a term of 5 years and six months.

11. Appendix H – Model Master Agreement, Paragraph 4.0 – Term of Master Agreement, Paragraph 4.1

Question: When does the County plan to make the award?

Answer: January, 2017.

12. RFSQ, Paragraph 1.6 - Master Agreement Process, 1.6.1

Question: How many contract awards will be made?

Answer: Master Agreements will be executed with all Vendors determined to be qualified and meet the Vendor's Minimum Mandatory Qualifications as outlined in the RFSQ, until the needs of the Department are met.

13.

Question: What is the County's historical usage and yearly spend of this contract during the past three (3) years?

Answer: **2015-2016** - \$70,080.75
2014-2015 - \$128,261.14
2013-2014 - \$271,551.38

14. RFSQ Paragraph 1.17 - Background and Security Investigations, Sub-paragraph 1.17.5

Question: Will Vendors be allowed to pass through the costs for background screenings (at no additional markup) to the County?

Answer: Any expense associated with performing the pre-screening of Temporary Personnel shall be at the expense of Contractor. Refer to Sub-paragraph 1.17.5 of the RFSQ.

15. RFSQ, Paragraph 2.9 - Acceptance of Terms and Conditions of the Master Agreement

Question: Are Vendors allowed to submit exceptions to the County?

Answer: No. Refer to Paragraph 2.9 – Acceptance of Terms and Conditions of the RFSQ.

16.

Question: If so, would Vendors be disqualified or adversely impacted during the evaluation process if they were to submit exceptions?

Answer: Yes, Vendors may be disqualified. Refer to response #15 above.

17. Appendix H – Model Master Agreement, Sub-paragraph - 5.6 Cost of Living Adjustments (COLA's) & Sub-paragraph 8.1 - Change Orders and Amendments

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

Answer: The Hourly Billable Rates shall remain fixed and firm for the term of the Master Agreement, unless formally amended, at the Department's discretion, in accordance with Sub-paragraph 5.6 – Cost of Living Adjustments (COLAs) of the Master Agreement.

Request may be made by Contractor, but the County makes no guarantee that it will grant any increases.

18. Appendix H – Model Master Agreement, Sub-paragraph 2.14 - Hourly Billable Rate

Question: With respect to Affordable Care Act (ACA) costs, would the County prefer these charges as a separate line item on the invoices, or instead incorporated directly into each Vendor's mark-up/bill rates?

Answer: Contractors may only bill County at the Hourly Billable Rates set forth on Exhibit A, Personnel Job Classifications, of Attachment 1 – Statement of Work (SOW), which are inclusive of all Contractor costs. There shall be no additional mark-up. Please refer to Appendix H, Model Master Agreement, Sub-paragraph 2.14 - Hourly Billable Rate, of the RFSQ

19. Appendix H – Model Master Agreement , Sub-paragraph 8.23 - General Provisions for all Insurance Coverage

Question: Are there any surety/bid/performance bonds required for this contract?

Answer: No. Refer to Sub-paragraph 8.23 – General provisions for all Insurance Coverage, Appendix H – Model Master Agreement, of the RFSQ.

20.

Question: Could the County provide a list detailing the laws, regulations, statues and ordinances that regulate the performance of the resultant contract (i.e., Living Wage Ordinance, Prevailing Wage, SCA, ACA, etc.)?

Answer: All laws, regulations, statutes, and ordinances that regulate the performance of the Master Agreement are outlined throughout the RFSQ document.