

Steven Banks
Commissioner

Martha A. Calhoun
General Counsel

Vincent Pullo
Agency Chief
Contracting Officer

150 Greenwich Street
New York, NY 10007

929 221 6347

May 15, 2015

Dear Prospective Bidders:

For your information, this **Addendum 3** for the contract to provide **Professional Temporary Personnel Services – (PIN 16BSESR00201 / EPIN 09615B0003)** contains the revised bid sheets, revised specifications which includes an additional job description and revised Schedule A. (attached hereto as **Exhibits 1, 2,3**).

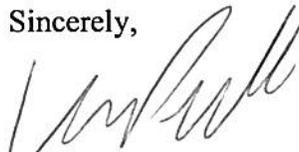
The answers to questions received from prospective bidders are on Attachment A. The revised bid sheets (pages 21A-R1, 21B-R1, 21C-R1 & 21D-R1), revised specifications (page 83-R) and revised Schedule A (page 14-R). The original page within the solicitation documents should be replaced.

In addition, the bid due has been extended to **Monday, June 1, 2015 at 11:00 a.m.** Bids received after the bid due date and time are late and shall not be considered.

Additionally, all bidders are on notice of the security requirements of 4 World Trade Center (150 Greenwich Street, New York, NY 10007). In order to enter the building, individuals must have a government issued ID. All packages are subject to go through an X-ray machine before entering the building. It is the bidders' sole responsibility to provide itself enough time to enter the building and submit their bid, and is cautioned that sufficient time and planning should be allotted to do so.

Your interest in doing business with the City of New York is appreciated.

Sincerely,



Vincent Pullo

- Exhibits:
1. Revised bid sheets
 2. Revised specifications
 3. Revised Schedule A

BID SHEET

July 1, 2015 to June 30, 2016 (1 Year)

PROFESSIONAL TEMPORARY PERSONNEL SERVICES

PIN: 16BSESR00201

A	B	C	D	E	F	G	H
Temp Titles	No. of Positions	Wage Rate to Employee Per Hr.	Supplemental Benefit Rate Per Hr	Overhead Profit	Vendor Billing Rates	Total Hours Per Title	Bid Price
Professional Aide	83					145,250 \$	
Admin. Analyst	43					75,250 \$	
Technical Writer	2					3,500 \$	
Sr. Admin Analyst	4					7,000 \$	
Tech Bus Analyst I	11					19,250 \$	
Tech Bus Analyst II	2					3,500 \$	
Associate Outreach Specialist	25					1,750 \$	
						Total Year \$	
NAME OF BIDDER:							
Vendor Billing Rate (F) = sum of columns (C+D+E)							
Total Number of Hours Per Title (G) = 1750 x Number of Positions (B)							
Bid Price (H) = (F x G)							

The Agency does not guarantee as to the number of personnel or hours to be utilized under the resulting contract

BID SHEET

July 1, 2016 to June 30, 2017 (1 Year)

PROFESSIONAL TEMPORARY PERSONNEL SERVICES

PIN: 16BSESRR00201

A	B	C	D	E	F	G	H
Temp Titles	No. of Positions	Wage Rate to Employee Per Hr.	Supplemental Benefit Rate Per Hr	Overhead Profit	Vendor Billing Rates	Total Hours Per Title	Bid Price
Professional Aide	83					145,250 \$	
Admin. Analyst	43					75,250 \$	
Technical Writer	2					3,500 \$	
Sr. Admin Analyst	4					7,000 \$	
Tech Bus Analyst I	11					19,250 \$	
Tech Bus Analyst II	2					3,500 \$	
Associate Outreach Specialist	25					1,750 \$	
						Total Year \$	
NAME OF BIDDER:							
Vendor Billing Rate (F) = sum of columns (C+D+E)							
Total Number of Hours Per Title (G) = 1750 x Number of Positions (B)							
Bid Price (H) = (F x G)							

The Agency does not guarantee as to the number of personnel or hours to be utilized under the resulting contract

BID SHEET

July 1, 2017 to June 30, 2018

PROFESSIONAL TEMPORARY PERSONNEL SERVICES

PIN: 16BSSESR00201

A	B	C	D	E	F	G	H
Temp Titles	No. of Positions	Wage Rate to Employee Per Hr.	Supplemental Benefit Rate Per Hr	Overhead Profit	Vendor Billing Rates	Total Hours Per Title	Bid Price
Professional Aide	83					72,625 \$	
Admin. Analyst	43					37,625 \$	
Technical Writer	2					1,750 \$	
Sr. Admin Analyst	4					3,500 \$	
Tech Bus Analyst I	11					9,625 \$	
Tech Bus Analyst II	2					1,750 \$	
Associate Outreach Specialist	25					1,750 \$	
						Total Year \$	
NAME OF BIDDER:							
Vendor Billing Rate (F) = sum of columns (C+D+E)							
Total Number of Hours Per Title (G) = 1750 x Number of Positions (B)							
Bid Price (H) = (F x G)							

The Agency does not guarantee as to the number of personnel or hours to be utilized under the resulting contract

BID SHEET

July 1, 2015 to June 30, 2018 (3 Years)

PROFESSIONAL TEMPORARY PERSONNEL SERVICES

PIN: 16BSSESR00201

A	B	C	D	E	F	G	H	I
								Bid Price
Total Bid Amount for the 1st Full Year								
Total Bid Amount for the 2nd Full Year								
Total Bid Amount for the 3rd Full Year								
Grand Total for the Three (3) Year Contract								
<p>The Agency does not guarantee as to the number of personnel or hours to be utilized under the resulting contract Wage Rate to Employee per Hour is subject to the Comptroller's prevailing wages</p>								
Vendor Name _____ EIN _____								
Address _____								
Phone _____ FAX _____ E-Mail _____								
Signature _____ Title _____ Date _____								

Hector Anderson/Dionne Washington
HRA-OSR/OCSS
150 Greenwich Street, 32nd Floor
New York, NY 10007
(929) 221-5561/929-221-5496

SECTION 5 OPTIONAL PRE-BID CONFERENCE

- A.** Each prospective bidder is encouraged to attend an optional Pre-Bid Conference prior to the submission of their bid. This is recommended in order to clarify specification requirements and resolve potential matters of alternative interpretation and intent regarding the specifications and/or scope of services. The Pre-Bid Conference will be held at the following location:

150 Greenwich Street, 37th Floor
New York, N.Y. 10007

- B.** HRA will set the date and time of the Pre-Bid Conference

SECTION 6 BIDDING

- A.** Contractor shall complete all fields on Bid Pages 21A-21D to determine its Bid Price for providing temporary employees in each of the positions listed below. A description of each position and its qualifications are found in **Part II, Job Descriptions**.

1. Administrative analyst
2. Professional aide
3. Senior administrative analyst
4. Technical business analyst I
5. Technical business analyst II
6. Technical writer
7. Associate Outreach Specialist

- B.** The Bid Price for each position is determined by the product of its Hourly Rate multiplied by that position's estimated number of hours. The Hourly Rate for each position is the sum of its: (i) wage rate per hour; (ii) supplemental benefit rate per hour; and (iii) overhead and profit per hour. **The Supplemental Benefit rate shall be inclusive of any and all fringe benefits, both statutorily required and otherwise.**

- C.** All quantities listed on the Bid Sheets are estimates for bidding purposes only. HRA does not guarantee a minimum or maximum number of hours of temporary employee services to be utilized under this Contract.

ASSOCIATE OUTREACH SPEACILIST

JOB DESCRIPTION

- Interface and act as Liaison with DV shelter providers, brokers and landlords to effectively facilitate LINC and other Housing programs for DV clients designed to move clients from shelter into permanent safe, affordable housing or other outreach services.
- Establish active relationships with brokers and landlords and /or other outreach services to develop a resource of affordable housing for DV shelter clients.
- Meet with other outreach partners, DV service providers and clients to provide technical support for LINC and other housing program application apartment inspection, lease up and move process.
- Update brokers, landlords, and shelter providers on housing program information as needed and obtaining timely information from developers to document their compliance and or other outreach services needed.
- The referral process will involve coordinating with the Department of Homeless Services to identify eligible clients, as well as a Subsidy Specialist, who is knowledgeable of the application process for various tenant-based rental subsidies. S/he will report to the Director of Homeless Placement Services in APM/Division of Policy and Operations and other outreach services.
- Maintaining accurate tracking of the available units in his/her portfolio and the status of pending client referrals set aside units and client eligibility criteria for these units and prepare reports as assigned.
- Establishing and maintaining effective communications with the Department of Homeless Services, the Human Resources Administration, housing developers, and other external partners.

QUALIFICATION REQUIREMENTS

1. **A baccalaureate degree and 2 years' experience.**
2. **Good oral and written communication skills.**
3. **Knowledge in MS Office, including excel and windows a plus.**
4. **Must be able and willing to travel across five boroughs and work independently as well as collaboratively.**
5. **May be required to work weekends and evenings.**

END OF SPECIFICATIONS

Exhibit 3
Revised 5/14/15

All such certificate(s) of insurance (including Certification(s) of Broker, where required) must be sent to the New York City Human Resources Administration, Agency Chief Contracting Officer, ATTN: Contract Management Office (INSURANCE), 150 Greenwich Street, 37th Fl New York, New York 10007.

Insurance indicated by a blackened box (■) or by X in a □ to left will be required under this contract

Types of Insurance (per Article 6 in its entirety, including listed paragraph)		Minimum Limits and Special Conditions
<input checked="" type="checkbox"/> Commercial General Liability	Art. 6.3	\$ <u>\$1,000,000.00</u> per occurrence \$ _____ aggregate Additional Insureds: 1. City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 and CG 20 37, and 2. <i>[If appropriate, insert names of other entities to be covered as Additional Insureds.]</i>
<input type="checkbox"/> Professional Liability Insurance	Art. 6.4	\$ _____ per occurrence/claim \$ _____ aggregate
<input checked="" type="checkbox"/> Workers' Compensation <input checked="" type="checkbox"/> Disability Benefits Insurance <input checked="" type="checkbox"/> Employers' Liability	Art. 6.5 Art. 6.5 Art. 6.5	Workers' Compensation, Employers' Liability, and Disability Benefits Insurance: Statutory per New York State law without regard to jurisdiction. <u>Note:</u> New York State Workers' Compensation Board form no. C-105.2, State Insurance Fund form no. U-26.3, and Request for WC/DB Exemption form no. CE-200 are acceptable. The City will not accept an ACORD form as proof of Workers' Compensation Insurance.
<input type="checkbox"/> Commercial Auto Liability	Art. 6.7	\$ <u>\$1,000,000.00</u> per accident combined single limit If vehicles are used for transporting hazardous materials, the Contractor shall provide pollution

**ADDENDUM 3
Attachment A**

**Professional Temporary Services
PIN16BSESR00201/EPIN09615B0003**

Question 1

Can the NYC HRA give sample resumes (redacted of proprietary information) for successful active temps in the positions included in the current bid? This would bring better clarification of the level of individual currently performing the function(s).

Answer 1

There's no need for sample resumes. Vendors should be able to select resumes according to the required experience and qualifications.

Question 2

Please further clarify how long the staffing agency will have to submit a resume for an opening. In the bid it stated 5 days, during the informational meeting it seemed as if that may have been changed to actually presenting a candidate to work in two business days.

Answer 2

Resumes should be submitted to HRA within two business days. *(Please refer to the revised specifications sent in Addendum 1)*

Question 3

Please further define Supplemental Benefit Rate and Statutory Benefit Rate.

Answer 3

Both the Supplemental Benefit Rate and Statutory Benefit rate are stipulated hourly rates for certain job titles falling under the Prevailing Wage or Living Wage regulations. They refer to the requirement that a City contractor provide certain employees with health benefits (supplemental benefits) or supplement their hourly wage rate by an amount no less than the health benefits supplement rate. These rates apply only to job titles listed in the NYC Comptroller's schedule of wage rates, available at <http://comptroller.nyc.gov/general-information/prevailing-wage/> .

None of the job titles for this Bid are subject to Prevailing or Living Wages. The Bid Sheet and Specifications have been revised to reflect this revision (see attached). On the new Bid Sheet, the Supplemental Benefit rate shall be inclusive of any and all fringe benefits, both statutorily required and otherwise.

Question 4

What percentage of the openings has assignments that last less than 90 days and that are greater than 6 months?

Answer 4

Five percent (5%) of the openings has assignments that last less than 90 days. Ninety-five percent (95%) of the openings has assignments that last greater than 6 months.

Question 5

How is sick pay being billed under this contract? Can we bill HRA for the required 5 sick days?

Answer 5

No, you cannot separately bill HRA for the required sick leave. The bidder should factor in this cost with its bid price.

Question 6

Will alternative pricing models be reviewed for the transitioning population?

Answer 6

No. Alternative pricing models will not be reviewed for the transitioning population.

Question 7

Are background checks required?

Answer 7

No. Background checks are not required for this contract.

Question 8

Is drug testing required?

Answer 8

No. Drug testing is not required for this contract.

Question 9

Can you explain how a joint venture will work for this project? I read on page 54 Section 11.2 about subcontracting but I don't see anything on Joint Venture.

Answer 9

A joint venture would be arranged between two potential bidders as it sees fit. There are no requirements for joint ventures and HRA cannot instruct a bidder on the legal requirements of establishing a joint venture.

Question 10

During the pre-bid conference it was mentioned that the winner of this contract will have to employ someone on public assistance. Does this position exist now? What are the parameters for this role? What are the duties for the role? Is there a set salary we have pay Titles are of a 3 year fixed rate because the rates are not governed by Prevailing Wage Rates? It was also mentioned that the contract will have to be in excess of \$250,000.

Does that mean one person for every \$250,000 or just one person? Can they work in the agency office or can they work on a temporary assignment at HRA?

Answer 10

The vendor does not have to make up a position in order to hire a PA recipient. If the vendor has available positions for which a PA recipient can be hired then they must comply, otherwise they are not required to create a position. If there is no position available then the vendor can apply for a waiver and/or exemption. There is not a set role for employing a public assistance recipient. Vendors must comply with all applicable wage and hour laws, but there are no other salary requirements.

The requirement is one person for every \$250,000 of combined annualized value for each year of the contract. Therefore, if vendor's contracts have \$1 million in annual value, vendor must make 4 hires a year. The person may be employed by the vendor in any role the vendor sees fit. They can work in an agency office or as part of this contract, but pursuant to the requirements stated in the Public Assistance Rider they must be employed at least twenty (20) hours per week for the duration of at least one (1) year, subject to certain conditions and exceptions stated in the Rider. *(Please refer to the Public Assistance rider in the bid book for complete information)*

Question 11

Are the locations for the temporary staff that are needed dictated by HRA or where the staff lives?

Answer 11

Temporary staff can be sent to any HRA location within the five boroughs. The location may not be in the same borough where the staff resides. (Please refer to Addendum 1 for a list of anticipated work locations)

Question 12

In Section 27. Bid Security; is a bid bond required?

Answer 12

No. A bid bond is not required for this contract.

Question 13

Since the hours are 9 to 5 with 1 hour lunch, does overtime pay start over 35 hours or over 40?

Answer 13

Overtime pay begins after the temporary staff has reached over 35 hours for the work week but not over 40 hours. However, overtime can only be granted when official approval is received from the HRA. Staff will not be paid for these hours worked without prior approval.

Question 14

What is the average length of these assignments?

Answer 14

The length of these assignments can range from six (6) months to two 2 years.

Question 15

Other than the Administrative Analyst are there any other titles subject to Living Wage and /or Prevailing Wage?

Answer 15

Administrative Analyst and other titles that are mentioned in this contract are not subject to Living Wage and /or Prevailing Wage. This issue was clarified in Addendum 1

Question 16

Page 14 mentions 'Commercial' Auto Insurance'. Is this required for this contract?

Answer 16

No. Automobile Insurance is not required for this contract. (Please refer to Exhibit 3)

Question 17

As a joint venture does each firm have to meet the requirements for insurance or can it be a total of both firms?

Answer 17

Any entity that will be performing work under the contract must meet the insurance requirements. If a joint venture is a successful bidder, the insured must be in the name of the joint venture.

Question 18

Does the bid have to include the Supply and Service Employment Report and Vendex or only for the low bidder?

Answer 18

Only the lowest apparent responsive and responsible bidder will be asked to submit Supply and Service Employment Report and its Vendex Questionnaire.

Question 19

Page 82 Section E: We have numerous contracts both large and small in the tri-state area. Listing all of these contracts would be contrary to the overly repetitive and lack of conciseness you are looking to avoid. Is it necessary for us to list all our contracts?

Answer 19

Page 82 Section E of the bid documents calls for “a list of all contracts held in the past three (3) years in the New York City tri-state area.” It is necessary for each prospective bidder to list all contracts as called for on page 82, section E. Most companies do have such a list available.

Question 20

Page 81 and 82 – SECTION 3 Bidder Qualifications (Subsections A-E): It appears some items are being requested upon being awarded the contract and some when bidding on the contract. Can you clarify which must be submitted at the time of the bid?

Answer 20

Please refer to SECTION 6 “BIDDING” which lists all documents bidders must submit in order to be deemed responsive. After opening of the bid the apparent low bidder will be asked to provide the information stated in SECTION 3 BIDDER QUALIFICATIONS.

Question 21

Will HRA provide the bid documents that need to be completed for this bid in Word format so we can complete the required forms by computer rather than hand writing them or having to recreate all of them?

Answer 21

No. Prospective bidders should use bid documents provided in the bid book.

Question 22

What are the current vendor’s pay, statutory benefits, mandatory benefits and bill rates for each of the six (6) job descriptions in the RFB? In addition, what was their total bid price for the 3 year contract and what was their bid for year 3 of the contract?

Answer 22

This information was provided in Addendum 1. Additionally, HRA has added the Associate Outreach Specialist title to the specifications. Under the current contract the hourly rate for this position is \$27.50 and the billing rate is \$33.42. (Please refer to Exhibit 2 for the job description).

Question 23

Per Addendum #1, it was stated that none of the temporary position titles listed are subject to NYC Prevailing Wage Rates. Please confirm that as per NYC Comptroller regulations, HRA has contacted the Comptroller and received a ruling that the other position titles are not subject to the Prevailing Wage law.

Answer 23

None of the temporary positions listed are subject to NYC Prevailing Wage Rates. This information can be confirmed by reviewing the titles in the prevailing wage schedules on the Comptroller’s web site at www.comptroller.nyc.gov.

Question 24

During the most recent economic and political climate, employers have experienced significant legislative changes that have been very costly to employers (i.e. Federal Affordable Care Act, NYC

Earned Sick Leave, State and federal unemployment tax surcharges, etc.). While employers can estimate pricing increases necessary to account for normal inflation, they cannot envision the possible additional future increases mandated by governmental entities (for example the NYC Comptroller deciding that titles covered in this RFB become subject to the Prevailing Wage, the NYS Legislature or NYC Council make good on their goal of establishing paid family medical leave in addition to paid sick leave; the NYS Department of Labor institutes a surcharge on unemployment insurance charges because of a deficit in the fund). One method to attempt to account for such increases would be to include in the bid price sufficient cushions over current costs. This could end up having HRA pay more than necessary if the increases never occur. Alternatively, would HRA agree to include in the contract with the successful bidder that the fixed pricing will be allowed to be adjusted to account for such mandated changes based on a negotiation between HRA and the vendor after such change occurs. Suggested wording could include:

“The stated statutory benefits or set pay rate will be adjusted as required throughout the life of the contract to reflect any increase in or imposition of any City, State or Federally mandated employee benefit or payroll tax, including but not limited to Workers’ Compensation, FICA, Disability and Unemployment Insurance charges, insurance premiums and/or any other revised or instituted statutory payroll cost or tax required to be paid by Contractor.

Answer 24

Bidders should plan to include all mandated cost required of bidder at the time of bid in its bid price.

Question 25

The previous vendor who serviced this contract went bankrupt, possibly due, in part, to their inability to service the contract at such low bill rates. In light of that, would HRA consider re-issuing this procurement as a Request for Proposal, rather than a Request for Bid, so bidders will be required to demonstrate in detail their experience in similar situations and an evaluation committee at HRA would be able to truly evaluate each bidder’s capabilities to service a contract of this nature, to ensure that HRA is truly selecting a vendor that is most beneficial to HRA in terms of overall service quality, contract management and value?

Answer 25

HRA does not plan to issue this contract as an RFP.

Question 26

If HRA awards the contract to someone other than its current vendor, does it anticipate transferring temporary employees who are on current long-term assignments over to the new vendor? If so, how many such candidates would HRA estimate it would be looking to transfer over to the new vendor and to what job titles are such candidates assigned?

Answer 26

Yes. HRA anticipates transferring temporary employees who are on current long-term assignments over to the new vendor; 100% would have to be transferred and they hold various titles, which are consistent with the titles in this solicitation. It is anticipated that the employees would assume the same title in the new contract.

Question 27

Page 8, Section 25, VENDEX Questionnaire: If our firm already has current VENDEX Questionnaires on file with MOCS, does our company need to merely include a Certificate of No Change with our bid or will HRA require our company to submit a complete copy of all questionnaires (Vendor and Principals) with the bid?

Answer 27

Yes. If you have a current VENDEX Questionnaire on file you should include a Certificate of No Change with your bid (assuming that there are no changes). Please refer to ARTICLE 8, 9.4 on page 46.

Question 28

Page 9, Section 27, Bid Security: It appears a Bid Bond is not required with submission of the bid. Does that also mean that a Bid deposit equal to 2% of the contract price is not required either (as noted on page 15)?

Answer 28

Bid bonds and bid deposits are not required for this contract.

Question 29

Page 21A, B and C, Bid Sheets, Column C, Supplemental Benefit Rate Per Hour: On the bid sheet HRA asks for a Supplemental Benefit Rate Per Hour, which is the exact wording used in NYC's Prevailing Wage Schedule. What should be included in this column:

- a. Only the Supplemental Benefit Rate per hour shown on the Prevailing Wage Schedule for Temporary Office Services, if any, or
- b. The per hour cost for benefits, other than mandated payroll taxes and costs like workers compensation, unemployment insurance, etc., the bidder expects to offer to the supplied temporary employee, such as vacation/holiday pay, Affordable Care Act (ACA) coverage, NYC mandated paid sick leave, etc.?

Answer 29

This contact is not subject to the Prevailing Wage law. The Supplemental Benefit rate should be factored in your bid price, and includes fringe benefits including but not limited to annual leave, sick leave, pension costs, and insurance costs over and above ALA coverage.

Question 30

The RFB appears to indicate that HRA is requesting bidders to include in their bill rates the potential charges for paid sick leave (the problem for this approach is that the bidder may be charging for sick days not taken. Alternatively, would it agree to have bidders not include the charge in the bill rate, but rather simply pay an employee when they take a sick day and bill HRA for the sick day taken as if they had worked that day? In that way, HRA is only paying for sick time actually used, not for projected sick leave across all employees which may or may not be taken.

Answer 30

HRA is requesting bidders to include charges for paid sick leave in their bill rates, and will not make the requested change. Vendors will not be permitted to bill HRA for a sick day and treat it as if it were a work day for the employee.

Question 31

Affordable Care Act: Beginning January 1, 2015, employees on long term assignments need to be offered affordable minimum value health insurance or employers will be faced with a non-deductible penalty.

The RFB appears to indicate that HRA is requesting bidders to include in their bill rates the potential charges for ACA premiums which could run \$450-\$600 a month per employee (the problem for this approach is that the bidder may be charging for individuals who never enroll in coverage) Alternatively, would it agree to have bidders not include potential health premium costs in the bill rate, and instead charge HRA the direct cost for health insurance only for those individuals who qualify for and enroll in the insurance?

Answer 31

Please note that the Supplemental Benefit rate shall be inclusive of any and all fringe benefits, both statutorily required and otherwise.

Question 32

Page 34, Contract Article 7-Labor Provisions, 7.1 Independent Contractor Status and 7.2 Employees: These sections rightly define the relationship between the Contractor and its employees and HRA. However, one particular portion interferes with HRA's ability to be covered by workers compensation in the event that a Contractor employee, while working on HRA property under the direction of HRA

personnel, injures him/herself on the job. As worded, HRA would NOT be immune to law suits by the injured employees through the exclusive remedy provisions of the NY Workers Compensation Law, because these provisions indicate that in no way can the contractor's employees be considered employees of HRA, and only employers are covered by workers compensation. To remedy this, the American Staffing Association, in their industry standard model contract, suggests carving out workers compensation provisions from other provisions in these sections. They would suggest adding language at the end of the first sentence in 7.2 so it would read "...under contract with the city except for workers' compensation purposes where the Contractor's temporary employees working on assignment at various HRA facilities will be viewed as "General" employees of the Contractor and "Special" employees of HRA." Would HRA allow a similar addition to be made to protect HRA against suits for injury for workplace accidents?

Answer 32

HRA Legal and the NYC Law Department have considered this request, and will not make the requested changes. The selected contractor must ensure this coverage, and under no circumstances will the contractor's employees be considered employees of HRA while working pursuant to this contract.

Question 33

Page 85, Section 8, Scope of Services, B. Supply Procedure and Response Time, 1: To allow us to provide the lowest pricing possible to HRA, we would like to use technology in the servicing of this contract as much as possible. Would HRA agree to allow the Temporary Employee Order Form to be submitted through a web based portal provided by our company at no charge to HRA, rather than through email or fax?

Answer 33

Yes. HRA would agree to allow the Contractor to submit through an approved web based portal. This is contingent upon our Management Information Systems (MIS) approving such a system and allowing the portal on HRA's end.

Question 34

Page 86, Section 8, Scope of Services, C. Work Locations and Performance, 3: To allow us to provide the lowest pricing possible to HRA, we would like to use technology in the servicing of this contract as much as possible. Would HRA agree to allow the Contractor to use an email to a designated HRA liaison to confirm the arrival of newly assigned temporary employees, rather than a phone call?

Answer 34

YES. HRA would agree to allow the Contractor to use an email to a designated HRA liaison to confirm the arrival of newly assigned temporary employees.

Answer 35

Page 85, Section 8, Scope of Services, B. Supply Procedure and Response Time, 4: Of the approximately 145 temporary personnel expected to be required under this contract, approximately what percentage of individual workers have historically (e.g. in the last two contract years) been referred to the Contractor by HRA?

Answer 35

Approximately ten percent (10%) of individual workers have been referred to the contractor by HRA.

Question 36

Page 86, Section 8, Scope of Services, C. Work Locations and Performance, 6: Some of the statements in this paragraph appear to conflict with the first sentence of paragraph 4 of this section which states that "Temporary employees shall be responsible to their designated HRA supervisor for work assignments and direction." Therefore it is unclear what you are requiring of the Contractor by stating that the Contractor is responsible for its "employees' acts...quality of work, and performance." Since HRA supervisors will be giving specific work assignments to the temporary employees and overseeing their work, what are you looking for from the Contractor? You are not looking for some type of re-work guarantee are you (which would not be industry standard for this type of contract)?

Answer 36

HRA will provide assignments and direction to the Contractor's staff, as the specifications state. The language in Paragraph 6 speaks generally to legal liability on behalf of the Contractor, in particular that acts of the employee are imputed to the Contractor for liability purposes.

Question 37

Page 87, Section 8, Scope of Services, D. Work Schedule and Related Work/Time Responsibilities, 3: We plan to pay our employees weekly and therefore need the reviewed and certified time entry roster prior to payroll preparation.

- a) By what day of the week following the week worked will the roster be made available to the Contractor?
- b) Will HRA agree to provide such information in an electronic feed in, for example, an Excel format? It would be cost prohibitive to have to hand enter all of this information into our payroll system.

Answer 37

The last week worked can be available on any agreed upon day and time of the following week. Yes, the time roster is currently provided in an excel format.

Question 38

Page 87, Section 8 Scope of Services, D. Work Schedule and Related Work/Time Responsibilities, 4. Overtime, a: Please explain a bit more clearly how HRA will reimburse for approved OT. Assume a bill rate for a particular title is \$25.50/hour and O/T is payable to the temporary employee at 1.5x the straight time pay rate. And assume the individual is being paid \$15 per hour with a 22% payroll tax burden rate, then:

- a) Is the bill rate \$38.25 (\$25.50 bill rate x 1.5), meaning it's marked up the same way as pay rates?
- b) Or is the O/T bill rate calculated in some other manner? If so, for clarity, please provide the amount using the bill and pay rate provided with an explanation on how it was calculated.

Answer 38

Overtime is calculated as straight time and shall be paid as a straight reimbursable cost. Temporary personnel cannot work beyond a 40 hour work week. Time and a half will not be allowed.

Question 39

Page 89, Section 12, Invoices, Timesheets and Reports, C: To allow us to provide the lowest pricing possible to HRA, we would like to use technology in the servicing of this contract as much as possible. Would HRA agree to allow us to submit an electronic copy of the Payroll Report in Excel format at the same time we submit the invoice in Excel?

Answer 39

YES. HRA would agree to allow the contractor to submit an electronic copy of the Payroll Report in Excel format at the same time.

Question 40

Page 93. Section 15, Liquidated Damages. Recognizing that past performance is not indicative of future performance, would HRA indicate whether any liquidated damages were charged in the last two contract years, and if so, how much and for which failures?

Answer 40

Liquidated damages were not charged in the last two years.

Question 41

Page 93. Section 15, Liquidated Damages, B: The revised specifications indicate, that the turnaround time for submitting candidates for open positions has been changed from 5 calendar days to 2 business days, and for producing selected candidates for work to two business days. From an industry standard perspective, given that these positions are for a professional level and several are of a technical nature, it would seem that two days would not allow sufficient time to recruit highly skilled candidates, and even three days is perhaps difficult. Would HRA agree to revert to at least 3 business days, preferably 5 business days for receipt of resumes, keeping the two days for the start of work?

Answer 41

No, HRA will not be removing or modifying the Liquidated Damages section.

Question 42

Addendum #1, Exhibit 3 Revised Official Time Calculation: This new time calculation suggests that an individual who departs at 3:29 will be treated as if they departed at 3:15. This directly contracts recent NYS Department of Labor rulings that indicate time must be rounded up or down in 7 or 8 minute increments within a quarter hour. If HRA insists on using this formula, will it agree to indemnify bidders for any claims, including legal fees, brought against them by the NYC DOL or private attorneys for lack of proper payment of wages on wage and hour rules?

Answer 42

HRA will revert to the original language of the specifications. Please disregard the change as described in Addendum 1.

Question 43

Addendum #1, Exhibit 6—Current Rates: Please confirm that these rates apply across all HRA programs covered by this contract, not just the HEAP program.

Answer 43

Yes. Rates are covered by all HRA programs depending on the title being used by the professional assigned to that area.

Question 44

ADDENDUM #1, Exhibit 6, Vendor Bill Rates P/H: We notice that the bill rates currently being charged to HRA by the incumbent vendor are well below the rate we feel we would need to pay an employee to perform the jobs specified in the job descriptions in the RFB, not even taking into account benefit and payroll tax costs.

Answer 44

Please refer to Section 13-Payment for Services Rendered of the specifications.

Question 45

- a. Has HRA been satisfied with the quality of staff it received that was paid well less than our research shows are market rates?
- b. If not, would HRA encourage vendors to price the bid high enough so that it can provide quality candidates who meet the job specifications and not be subject to penalties for the non-provision of qualified resumes?
- c. As part of the bid evaluation, would HRA agree to disqualify vendors who provide pay rates on the rate sheet which are well below market rates?

Answer 45

Yes, HRA has been satisfied with the quality of staff. Per the PPB rules the lowest responsive and responsible bidder will be awarded the contract. Responsiveness of the bid will depend on a number of factors as described in the PPB rules.

Question 46

I just want to emphasize our point that the current bill rates for the HRA positions would indicate that the incumbent vendor is paying well below market rates for candidates. HRA states that these are professional level positions, all of which require a bachelor's degree at a minimum and/or 2-5 years successful business experience, and that none of them are subject to prevailing wage rates for temporary workers. Yet having said that, the current bill rates would make it impossible to pay even NYC's prevailing office clerical/administrative staff. HRA's current hourly bill rates for Professional Aides, Admin Analysts and Technical Writers (all Professional level positions) range from \$15.24 - \$20.73. Even if you assume an extremely low mark-up of 25% over pay rate on these positions, that would mean the pay rates for the professional level positions range between \$12.19 - \$16.58 per hour. Meanwhile, the hourly pay rates under the NYC Prevailing Wage Schedule for Admin Assts, Clerks, D/E operators, Receptionists and Secretaries range from \$14.82 - \$33.29.

Answer 46

None of the titles in this contract are subject to Prevailing Wage Rates, as described elsewhere in both Addendum 1 and 2.

Question 47

How does one reconcile the fact that hourly bill rates for professional level staff assigned to HRA are likely much lower than required pay rates for administrative office staff under prevailing wage laws?

Answer 47

Please see response to question 46.

Question 48

Why was the previous incumbent vendor's contract with HRA terminated?

Answer 48

The previous vendor was terminated due to non-compliance with the terms of the contract. This is public information and additional information can be reviewed on the internet and newspapers.

Question 49

Would HRA be willing to remove the LDs as specified in Section 15, "Liquidated Damages," or at least modify them as follows:

From: B. Should Contractor fail to supply the resumes of appropriately qualified candidates for the position(s) requested within three (3) business days of Contractor's receipt of HRA's Employee Work Order Form,.....

TO: B. Should Contractor be found negligent in supplying the resumes of appropriately qualified candidates for the position(s) requested within five (5) business days of Contractor's receipt of HRA's Employee Work Order Form,.....

And

From: C. Should Contractor fail to provide a selected candidate within five (5) business days of Contractor's receipt of HRA notification indicating its selection and no special circumstances exist justifying HRA's waiver of this requirement.....

TO: C. Should Contractor be found negligent in providing a selected candidate within ten (10) business days of Contractor's receipt of HRA notification indicating its selection and no special circumstances exist justifying HRA's waiver of this requirement.....

Answer 49

No, HRA will not be removing or modifying the Liquidated Damages section.

Question 50

In the case of joint bids, where two or more companies were to partner for this contract, what additional documentation must be submitted?

Answer 50

All entities performing work under the contract will need to provide the documentation required in the bid book. For addition, the bidder should include a copy of the joint venture agreement/memorandum of understanding.

Question 51

In the case of joint bids, where two or more companies were to partner for this contract, does one company need to be the primary?

Answer 51

It depends on when the entity is bidding as a joint venture. If there is no joint venture, one bidder would need to be the lead and submit the bid in its name.