

DISTRICT BOARD OF TRUSTEES
PENSACOLA STATE COLLEGE
1000 COLLEGE BOULEVARD
PENSACOLA, FL 32504-8998

April 25, 2011

ADDENDUM NO. 1
TO
REQUEST FOR PROPOSAL (RFP 17 - 2010/2011) FOR TEMPORARY EMPLOYEE SERVICES
FOR
PENSACOLA STATE COLLEGE

The following is in response to vendor questions received for the referenced RFP:

1. **5.0 HISTORICAL DATA - Pensacola State College anticipates utilizing approximately 255,000 man hours during this current fiscal year. Please tell me how many employees this includes? 228 people biweekly.**
2. **Per 6.1, should we include a provision in our bid to allow for mandated increases to the Federal Unemployment Tax Act (FUTA) which is scheduled to increase in 2012? Yes, this will be allowed as a separate item.**
3. **What is the number of employees per job description listed in Attachment C? See attached.**
4. **Can you also provide a breakdown of hours worked in the last year by job classification? See attached.**
5. **Per 4.1.1.2 can you tell us specifically what the college performs for reference and criminal background checks? Level 2 Background and Fingerprinting. Priderock is the current provider for college employees. Refer to Florida Statute 435.04 for the specifics.**
6. **Per 4.1.1.7 will these workshops include college and staffing service personnel and do you expect a single class per quarter to be offered (for example – Customer Service will be offered on July 10th, noon, for all interested personnel). Or, are you expecting multiple classes per subject to cover a very large number of personnel? Yes, these workshops will be for college employees and they are to be conducted with one class per quarter in a college provided classroom. The topics can vary but be pertinent to employee needs in their professional growth.**
7. **Per 6.1 – Pay rate and billing rate – Will you provide or tell us where we can locate the pay and bill rates per category currently being paid to temporary employees and being billed to PSC? See attached.**
8. **9.25.1 – Indemnification – The College – The current clause does not indicate that PSC will indemnify the selected proposer in the event the selected proposer is sued because of an act or inaction of the College. As an example, what if PSC were to hire someone who sexually harasses a selected proposer employee and the PSC hire was negligent. Although the current wording indicates PSC would be “fully responsible,” the selected proposer would be the entity being sued with no indemnification provision. For that reason, we are asking if PSC would revise the wording to reflect the following: 9.25.1 The College: The College agrees to indemnify, hold harmless and defend Successful Proposer, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable**

attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the Successful Proposer, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the actions or inactions of the College, its agents, servants or employees; the equipment of the College, its agents, servants or employees while such equipment is on premises owned or controlled by the College; or the negligence of the College or the negligence of College's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, and injury or death of any person whether employed by the successful Proposer, the College or otherwise. Nothing herein is intended to serve as a waiver of sovereign immunity by the College. The College will not indemnify the selected proposer.

9. **Is this a new opportunity? Or, is there an incumbent performing the work today?** No. The current vendor is Keegan Staffing.
10. **How much money did you spend on these positions last year?** July 1, 2009 – June 30, 2010 expenditures were \$2,826,325.20. July 1, 2010 to current (April 15, 2011) is \$2,107,677.06. Our fiscal year runs July 1 – June 30.
11. **On page 5, it says, “ Services will be provided for the College's campuses at Milton, Pensacola, and Warrington, the Downtown Center and any other current or future Pensacola State College site.” What other current or future sites are being referred to?** The only future site to be opened will be the South Santa Rosa Campus located in Midway. It is scheduled to open in January 2012.
12. **Which of the 94 positions are currently unfilled or are expected to be open come July 1, 2011?** The positions listed on the rate sheets are not necessarily filled at any one point in time. The openings are based on the continuing changing needs of the departments.
13. **Can you provide current rates for the positions listed in this RFP?** See attached.
14. **What is the breakdown of man hours worked per job title in previous years?** See attached.
15. **Please provide details of how the anticipated 255,000 man hours mentioned in 5.0 on page 5 will be apportioned per job title.** See answer to Question #1.
16. **With respect to positions that require driving, does the College provide auto insurance on the vehicles to be operated by the temporary employees?** The College only provides insurance on college-owned vehicles that will be used by temps.
17. **Will the College agree to be responsible for all driving-related liability except for injury claims of the temporary employees that are covered by the staffing company's workers' compensation insurance?** The college insurance will only cover the vehicle.
18. **Is the College willing to negotiate the indemnification provision in 9.25.2 on page 13 to reflect that the proposer's indemnity obligations shall be limited to proposer's responsibility to (i) assign qualified employees to the College, (ii) meet proposer's employer-related obligations with respect to the temporary employees it assigns to the College (pay wages, withhold and report taxes and withholdings, maintain employee records, etc.), and (iii) cover injuries to the temporary employees while assigned to the College, except to the extent any such claim stems from the College's gross negligence or willful misconduct?** The college would be willing to discuss this with the successful bidder.
19. **Will the College agree that the following provision will be added to any resulting contract between the parties and control with respect to any conflicting language? “Proposer's services shall**

consist of assigning temporary employees to the College to work under the College's day-to-day or operational supervision, direction and control. The College shall assign tasks, have direct control over the daily work activities and be responsible for the quality of the work, work product or completed operations performed or completed by the temporary employees while assigned to the College. The College shall provide temporary employees with all equipment, facilities and supplies reasonably necessary for them to perform their assigned duties." The college will agree to provide the supplies for them to perform their duties, but we will not include language that in any way would be interpreted as the person being an employee of the college.

20. **Please elaborate as to what kind of company certifications are required and/or desired.** There are no specific certifications required. If your company has any area in which it has received certifications as in specific training practices, safety, customer service performance list those. We are looking for your accomplishments and want you to be able to "brag" to the review committee what your company can do and how others outside of your company have recognized that.
21. **Will staff training be required during regular business hours or can it be accomplished after hours?** That would be your choice. It will not matter to the college.
22. **What is the process to obtain copies of the current contract with Keegan and if possible previous bid submittals?** You would make a written request for a public records document to our legal affairs office through the Vice President for Business Affairs.
23. **Based on the break out of 255,000 man hours—in my notes I have 228 Bi-weekly hours which is 114 hours per week—is this correct?** It was 228 people, not hours.
24. **Is it safe to assume that most positions will be less than 40 hours per week?** Yes, the normal full work week for the Keegan employee is 37.5 hours per week. We do have temps that work that long, but usually it is fewer hours. The college is only open 48 weeks in the year and we close on Friday's in the summer so the hours do vary quite a bit.
25. **Have you segmented the staffing of portions of the RFP to other vendors in the past? If so what where the circumstance surrounding that decision? What are departments/skill sets where this makes the most sense?** Yes. One of the contracts that were awarded were broken into office/clerical workers and maintenance/laborer workers. The pricing variation caused the split in the contract. The office vs laborer would make the most sense.
26. **How many total vendors would you like to limit this to? Obviously, it would be easier to work with one vendor but the College has the right to award to multiple vendors if it is in its best interest. What is the current process for calling out positions to vendors and how many campus points of contact are there?** The current contract allows for "referral" cards to be sent to the vendor and then the vendor contacts that person who has been "referred" to the agency by the college and determines if they meet the employment qualifications. If the college does not have anyone to refer, the individual department head contacts the vendor and relays what is needed directly to the vendor. If the position is a new position, that goes through the college contract administrator. There are multiple points of contact depending on the question being asked by the vendor: Individual supervisors of the temps, accounts payable, payroll for referrals and the contract administrator.

27. **What type of workshops does the current vendor provide and what are you looking for the future vendor to provide?** Currently there are not workshops offered. See # 6 for future workshops.
28. **Is there a current pay rate schedule we can review, is this based off of a labor market analysis and if so from who?** See attached.
29. **How would you rate the success of the past vendor? What areas would you like to see improvement moving forward?** All of the past vendors have been successful, the bidding process has not been prompted from dissatisfaction by the college. The one area that may be improved upon is the availability of employees for positions. At some points in time when the college has asked for resumes there were not many to choose from. Some of that has been due to the pay rate in the contract.
30. **Who will be on the decision making panel, what departments and temporary positions do they oversee? What are their concerns?** There will be an evaluation committee of 4 employees who are very involved with the oversight of the successful contract. There are several temp positions utilized under them, i.e. computer specialists, clerical, etc.
31. **What type of drug and background check is required?** Level 2 Background and Fingerprinting. See question #5.
32. **What type of safety record does the school have? Do you feel like the current vendor has a good safety program? What do they provide?** The college itself has an excellent safety record and has been recognized informally by the Risk Management Consortium that provides oversight for insurance at the college. The current vendor's safety program seems to be ok. We do not know the specifics of what is done by the vendor. The training would vary based on what type of position the person is placed into.
33. **What is the breakdown of employees at the Milton, Pensacola, and Warrington sites? How many sites are paychecks distributed at?** We do not have a breakdown by campus. Checks are not distributed on campus.
34. **What type of customer service are your temps receiving from current vendor?** None at this time. This is a new addition to the specifications.
35. **How many openings typically exist at any one time, how often do the positions turnover?** The positions do not turn over very often. There are probably no more than 10 openings at any point in time.
36. **What is the current turnaround time for open positions? This varies greatly depending on the position. If we have a referral, the turnaround is very short. If we ask for resumes the turnaround may be several weeks or up to a month. What are the more difficult skill sets to fill?** Professional positions.

37. **It shows that there was approximately 255,000 man hours do you know what the annual spend is?**
See #7.
38. **Are there seasonal employees and if so what skill sets are affected?** There are employees who are brought on just during registration for Fall, Spring and Summer terms. These would be office type positions.
39. **Are most employees referred or recruited and what is the estimated ratio of each?** Probably 95% of the employees are referred.
40. **What percentage of the temps are college students?** Unknown. We have another mechanism for hiring students through the college, so very few current students are temp employees through the temp vendor. **Is there a referral process already in place?** Yes.
41. **How has the transition from Pensacola Junior College to Pensacola State College affected the number of temps currently and will it change things down the road?** It has not affected the number of temps at all. The College does not anticipate any major changes to this program in the near future.
42. **Will the College agree that the following provision will be added to any resulting contract between the parties and control with respect to any conflicting language?** “The College agrees to provide suitable and safe work sites for the temporary employees and to comply with the federal Occupational Safety and Health Act, any comparable state or local laws and all other legal requirements to the extent those laws apply to the temporary employees while on assignment with the College. The College will only use temporary employees on jobs for which they have been assigned and properly trained. If the College needs to add to or change a job description, the College must notify Proposer first. All temporary employees must be oriented and made aware of all safety, hazardous communication (MSDS information, etc.) and operational instructions of the College’s work sites in the same manner as the College’s employees or as required by policies or law. One of the College’s qualified representatives will perform on-site training and ongoing supervision of temporary employees. The College will ensure that temporary employees wear all appropriate personal protective equipment (PPE). The College will provide all necessary PPE to temporary employees. The College agrees not to permit any temporary employees to work at heights over 12 feet or on unsecured ladders over 6 feet. The College shall notify Proposer immediately in the event of an accident, near miss or injury involving any temporary employee or in the case of any suspicious behavior. Proposer will coordinate appropriate medical treatment (unless it is an emergency) at a preferred provider. In the event of an accident or injury involving a temporary employee the College will allow one of Proposer’s representatives to do an onsite accident investigation to insure proper disposition of possible claims.” The college is willing to add this statement to the extent possible but will not include language that may be interpreted that the person is an employee of the college.

43. **Regarding 3.0 Information to be Included in the Submitted Proposal: It states in part, “Include all information requested herein in your proposal.” Shall we respond to each item in Sections 3, 4 and 6? Some items (as an example...3.5, 3.7, 4.2, 4.3) seem to be instructional or informational. Respond only to those specifications that require an answer.**
44. **Regarding 3.7 Proposal Binder Instructions: It is stated that only the “original” document must be submitted in a three-ring binder. How would you like the other four documents to be submitted? Spiral bound? Clipped? Loose in an envelope? Or do you have a preference? And must the four copies also have index tabs? You can submit the four copies any way you want as long as they are all in the same order for evaluation. Make sure you label the original and the rest as copies.**
45. **Shall we have tabs for Sections 3, 4, and 6 alone? Or shall we have individual tabs for each item in the sections (such as Section 3 and also 3.1 through 3.7; and Section 4 and also 4.1 through 4.12; and Section 6 and also 6.1 through 6.12)? Sections 3, 4, and 6 will suffice as long as you address all the individual requests.**
46. **Regarding 4.1.1.2: What types of reference checks, criminal background checks and drug tests does the college perform? We only have a Level 2 Background and Fingerprinting done. No drug tests. However, the temps must meet whatever level your company has as its hiring practice.**
47. **Regarding 4.1.1.4: What safety training is required by law? Based on the position that your employee will be filling there may be OSHA or other requirements for training for your employee. Based on the job description, you will be required to know what kind of training that person should have and then train your employee.**
48. **Regarding 4.1.1.7: Do you intend for the Staffing Company to personally present these workshops? And do you intend to have the Staffing Company present to just temporary associates assigned by the Staffing Company to the College? Or do you intend to have the Staffing Company present to all college employees? See #6.**

The following 4 questions were addressed to the evaluation committee and all answers are placed together. The Purchasing Director does not score therefore, did not answer these questions:

49. **In each of your roles, if there were no barriers to what you could have out of a provider, what would it be?** A good line of communication and the desire to give 100% to Pensacola State College from the provider of Temporary Services; Accuracy in billing; Assistance with hiring and finding staff, online portal for hiring, timesheets, and reporting;
50. **What do you like most about the current provider or past providers and what would you like to see improved?** As I see it there’s always room for improvement. Keeping that line of communication open in order to keep up with the needs of Pensacola State College; Willing to

work with you. Bids are used to get new ideas and improvements in processes; send payment summary each week and implement online services;

51. **Do you currently have EEOC/OFCCP criteria to meet?** No.

52. **What type of reporting would you like to have access to?** Monthly or quarterly spreadsheet with the ability to access the number of employees working in each job, the hours worked and total dollars spent. Additionally, the same information broken down by department would be helpful. A list of terminations and re-hires for each position; would like a quarterly report showing funding balances, so report can be checked back to our system and make sure we both show the same balances. Would like for vendor to communicate with departments and keep them up to date with their balances and let them know when increases are needed, before they fall short and don't have enough money to cover pay period; weekly hours, weekly payment, employee list.

Please change Attachment C to the attached revised Attachment C.

Please change Exhibit A to the attached revised Exhibit A.

Angie C. Jones
Director of Purchasing
and Auxiliary Services

Please acknowledge and return this addendum with your proposal. If you have already submitted a bid, please return this addendum, with signed acknowledgment, by the proposal opening deadline, **May 3, 2011**.

ADDENDUM ACKNOWLEDGED BY: _____

FIRM/ENTITY _____

SIGNATURE OF REPRESENTATIVE: _____