

**Request for Proposals for
Temporary Staffing and
Candidate Search Services
RFP # 1224-1
Questions and Answers**

January 17, 2025

Q1. What is the annual budget of the contract?

A1. This question seeks information that is not required to submit a responsive proposal. However, The Library has not established a budget. This is for as needed services.

Q2. Do you need actual resumes or sample resumes?

A2. For the proposal submission, the Library is only seeking resumes on key staff that would be servicing the account.

Q3. Is this bid refresh? If yes, Can you share details from where we can get old proposal details?

A3. This is the first Request for Proposals issued by the Library for these services

Q4. We're interested in submitting a response to the RFP. However, our firm only conducts searches for permanent positions, or for temporary-to-permanent positions, where the candidate is an employee of our client (in this case, the Queens Public Library). We do not provide temporary staffing services, where candidates are employed by us, and receive benefits through us, etc.

Please let me know if we would still meet the threshold criteria to submit an RFP response, provided that we have provided search services to similar entities in the past three years, of course.

A4. The RFP is posted on the Library's website for your firm to be able to review and to make its determination if it intends to submit a proposal.

The direct link to the web page is: <https://www.queenslibrary.org/about-us/procurement-opportunities>

Q5. Does the Queens Public Library offer any special opportunities or preferences for 8(a) or SWaM-certified firms?

A5. No.

Q6. Since we are based in Richmond, are we eligible to participate, or do you require vendors to have a local office?

A6. Yes, you are able to participate.

Q7. Could you share details about the roles or positions you are looking to fill under this RFP?

A7. See RFP Section V Scope of Services, that states in part: Queens Public Library is seeking to establish a group of prequalified staffing agencies/firms to provide recruitment services for both short term temporary staffing needs and hard to fill position across multiple departments including Human Resources, Finance, Administration, Information Technology, and other specialized areas. Agencies should also offer a temp-to-hire option for candidates suitable for permanent roles. In addition, firms are to provide candidate search services and other related services.

No additional information is available.

Q8. Is this a newly initiated project, or is it a continuation of an existing one?

A8. See answer to question 3.

Q9. If it is ongoing, kindly provide the names of the current service providers/incumbent vendors?

A9. See answer to question 3.

Q10. Could you provide details on the previous expenditure associated with this contract?

A10. This question seeks information that is not requires to submit a responsive proposal.

Q11. Could you confirm if it is possible to obtain the proposals or pricing details of the incumbent vendors?

A11. See answer to question 3.

Q12. Are there any specific challenges or issues currently being faced with the existing vendors?

A12. See answer to question 3.

Q13. Can you clarify the expected number of awards for this solicitation?

A13. The Library has not determined the number of awarded firms.

Q13. Is there any preference or priority given to local vendors for this contract?

A13. No.

Q14. What are the types of roles we can expect under the contract?

A14. See answer A7.

Q15. We are a staffing firm and interested in submitting a proposal to the above mentioned RFP. Can you provide a list of positions that we would likely be asked to fill if we win the contract?

A15. See answer A7.

Q16. Can we provide commercial references? Would that be feasible?

A16. RFP section VII. PROPOSAL REQUIREMENTS, 9 states:

Provide a minimum of three (3) recent clients as references from clients of similar size to that of the Queens Library and this Scope of Services (a "Reference Client"). Provide the Reference Client's name, contact person, title, address, and telephone number. Please provide details on the work performed for each Reference Client, including, the length of any contract, project costs, size of project, completion date and explanation of how the work performed is similar to the work required by the Library, as well as any other pertinent information relevant to representing your qualifications to perform the work. Identify where the proposed solution has been deployed. Discuss the availability of the Library to visit this location.

The Library will be reviewing proposals received and evaluate how firms respond to this question and other requirements of the RFP

Q17. Our firm is preparing a response to RFP #1224-1, and to ensure that we provide the right information, can you please provide an example of the type of document you are looking for that communicates our firm's financial stability?

A17. The Library has accepted audit financial statements, financial statements, balance sheets, tax returns, public corporate statements and other documentation that demonstrates a firm's financial stability.

Q18. While reviewing the bid documents, I noticed there aren't specific job roles mentioned that would help us provide accurate pricing for the required positions. Could you kindly share additional details or examples of the job roles you anticipate under this contract? This information would enable us to craft a tailored and competitive proposal to best meet your needs.

A18. See answer A7.

Q19. What would be the number of awards you intend to give (approximate number)?

A19. See answer to question 13.

Q20. What are the estimated funds that are estimated to be allocated for this contract?

A20. See answer to question 1.

- Q21. What is the tentative start date of this engagement?
- A21. It is anticipated that awarded contracts to begin the first or second quarter of 2025.
- Q22. What is the work location of the proposed candidates?
- A22. The Library anticipates that the work location would be its Central Library but could be other location throughout Queens Borough. Addresses for all locations can be found here: <https://www.queenslibrary.org/about-us/locations> .
- Q23. Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?
- A23. See answer to question 3.
- Q24. Are there any pain points or issues with the current vendor(s)?
- A24. See answer to question 3.
- Q25. Could you please share the previous spending on this contract, if any?
- A25. See answer to question 10.
- Q26. Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?
- A26. No.
- Q27. How many positions were used in the previous contract (approximate)?
- A27. See answer to question 3.
- Q28. How many positions will be required per year or throughout the contract term?
- A28. The Library has not made a determination. These are for as needed services.
- Q29. If the resources we provide at the time of proposal submission are not available at the time of a potential contract award could vendors replace them with equally qualified resources?
- A29. The Library's RFP does not request information about current available resources. See answer to question 2.
- Q30. Can we provide hourly rate ranges in the price proposal?
- A30. Yes, RFP section, VII. PROPOSAL REQUIREMENTS, 6 states:

To the maximum extent possible, identify the lead individual and the individual(s) who will perform the tasks outlined in the Scope of Services. Provide a narrative describing your firm's proposed approach to the scope of services. Provide detailed information for the cost for the various services.

Q31. 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?

A31. The Library may require services to be performed on-site or remote.

Q32. 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?

A32. See answer to question 2.

Q33. Could you please provide the list of holidays?

A33. See: <https://www.queenslibrary.org/aux/holiday-schedules> .

Q34. Are there any mandated Paid Time Off, Vacation, etc.?

A34. No.

Q35. Can you provide a detailed breakdown of what will be required as part of the mandatory background check process for example:

Criminal Check (Federal ,State ,local), Sexual Offender, Drug test, social security verification, Education verification, Employment verifications & how many? Etc..

A35. Proposers to detail its experience and qualifications as well as its approach to the scope of services including background checks. Also see addendum 3.

Q36. Please provide total spend on temporary service for the past two years (2023 & 2024) & the same total spend for direct hire placement fees paid for placements from recruitment providers

A36. See answers to question 3 and 10.

Q37. **References for Subcontractors**

In **General Info, Section 9**, the RFP requests client references for the Prime. Would the Library consider references from subcontractors as part of the evaluation if they demonstrate relevant expertise and successful project experience?

A37. Yes.

Q38. **Defining "Short Term"**

In **Section V, Paragraph 2**, the RFP mentions "short-term staffing needs." Could you

provide an approximate duration or range (e.g., weeks or months) that typically qualifies as short-term?

A38. These are for as needed services. Such needs could range from several weeks to several months. The Library reserves the right for any duration depending upon its needs.

Q39. Temporary Staffing Peaks

Does the Library experience specific high-demand periods during the year (e.g., fiscal year-end, special projects, or program launches)? Insights into these patterns would help us develop tailored workforce strategies to meet the Library's needs.

A39. No. These are for as needed services.

Q40. Diversity Metrics for Candidates

The RFP emphasizes a diverse candidate pool. Are there specific metrics, representation goals, or community benchmarks the Library aims to achieve? Understanding these targets will allow us to align our recruitment approach with the Library's inclusion objectives.

A40. No.

Q41. Performance Standards

Does the Library have predefined KPIs or evaluation benchmarks (e.g., time-to-fill, retention rates, candidate quality ratings) for vendor performance, or should vendors propose these in their submissions?

A41. No, these are for as needed services.

Q42. We are interested in submitting a proposal. However, we do not do any short-term staffing. We strictly do full-time permanent. I was wondering if its possible to still apply and how we would differentiate?

A42. See answer to question 4.

Q43. Are vendors allowed to submit a narrative technical response to answer the RFP questions on Form #6? If not, can we still submit a narrative technical response in addition to answering Form #6?

A43. The Library evaluation of proposal includes the overall organization, completeness, and quality of submission, including cohesiveness, conciseness, and clarity of response. Firms should follow the instructions of the RFP.

Q44. Do we have to list in the Cover Page that there is "No Conflict of Interest" as well as have a certified separate document that states "No Conflict of Interest" ?

A44. If there is no conflict of interest the cover letter should state that. If there is a conflict of interest the proposal should detail the conflict.

Q45. Are vendors required to subcontract for this RFP?

A45. No.

Q46. Is there a local vendor preference on this bid?

A46. See question 6 and 13.

Q47. Is this a new initiative? If not, who are the current vendors? Please share their pricing file.

A47. See question 3.

Q48. Can you specify the job titles being requested by the Library?

A48. See question 7.

Q49. What are the historical annual spending volumes in the project?

A49. See question 10.

Q50. What is the estimated budget for this project?

A50. See question 10.

Q51. Will the Library provide a pricing sheet? Or will the vendor create their own?

A51. The Library has not provided a pricing sheet for this RFP. As per number 6 of General Information narrative items, your proposal should, "Provide detailed information for the cost for the various services."

Q52. I am writing to confirm whether we should provide our answers to RFP #1224-1 questions in Form 6 only or will you accept them in a separate document?

A52. See question 46.

Q53. We are reviewing the documents for the RFP for Temporary Staffing and Candidate Search Services. It mentions on the RFP document that Form #6 should include a separate Excel, however I was unable to locate the mentioned Excel document.

A53. Form #6 is not an Excel document. See Addendum #1 and revised RFP document.

Q54. It appears that Form #6 are the questions to be answered in the RFP. Would you please clarify?

A54. As instructed in the RFP, proposer can attach its marketing materials without page limitation but must provide a response to each question in Form #6.

Q55. Please advise the format for pricing. We did not see a pricing sheet attached for submission.

A55. See question 51.

Q56. The RFP requires that the vendor general liability insurance be occurrence based and not claims made. Would vendors be able to request an exception if our general liability insurance is on a claims made basis?

A56. RFP section VII. PROPOSAL REQUIREMENTS, B. Other 1. states:

Firms must either provide a statement accepting the terms and conditions in the Library's General Terms and Conditions, Attachment 2, or must alternately identify any exceptions taken to the terms and conditions. Any supplemental contract language that a proposer requires is considered by the Library as an exception and must be included in a proposer's proposal. If exceptions are taken, the firm must clearly identify the language that is being taken exception to and provide the suggested alternate language for each such exception. The nature and extent of exceptions, if any, taken by the firm to the Library's terms and conditions will be a factor considered in evaluating submissions. Firms that demonstrate a willingness to accept the Library's terms and conditions will be given more favorable consideration by the Library.

Proposer should include in its proposal that it cannot meet the contract language insurance requirements and provide alternate contract language. Proposer should also provide a clear explanation.

Q57. Anticipated Temporary Staffing members needed.

A57. See answer A7.

Q58. Anticipated Candidate Search Services members needed.

A58. Please see Section V Scope of Services of the RFP solicitation document.

Q59. Will Job descriptions be provided for temporary and Candidate Search Positions

A59. As stated in Section V, number 1,a),:

“Agencies will be responsible for following and not limited to services:

1) Recruitment and Candidate Sourcing

a) Work directly with HR and hiring manager to understand the labor request.”

- Q60. Will a fill in pricing sheet be provided by Queens Library?
- A60. See answer A51.
- Q61. For Form #5: Acknowledgement of Addenda - What is the PIN number referring to? Is this the RFP #1224-1?
- A61. Correct, PIN# for this RFP is 1224-1.
- Q62. Who is going to provide the computer equipment? Is the Library providing these?
- A62. The Library intends to provide the computer. If there is an assignment that requires something different the Library will communicate that requirement to the awarded firm(s).
- Q63. For our proposal response, please clarify what the Library wants vendors to provide in section "A. Management and Qualifications" that would not already be covered in our response to General Information questions 2 and 3? Instructions for this section were not provided.
- A63. RFP Section VII. PROPOSAL REQUIREMENTS, A. Management and Qualifications includes, "Cover Letter (2-page limit)" and "General Information (30 page limit)."
- Q64. If vendors submit any exceptions to the Terms and Conditions, in what format would the Library prefer for vendors to submit them? Would a Word document with redlines and recommended alternative language be acceptable?
- A64. A response to the question along with a redlined and alternate language document would be acceptable.
- Q65. Please clarify if the Library, in addition to temporary staffing and temp-to-hire, is also seeking direct placement services? Page 4, Section V, 1.c states "Be able to provide candidate search for permanent positions." If yes, can vendors propose a direct placement fee?
- A65. Yes the Library is also seeking direct placement services and proposer can include information about cost for services under its response to RFP section VII. PROPOSAL REQUIREMENTS, A. Management and Qualifications includes, General Information, 6.
- Q66. Please define further what the Library is seeking by "candidate search services"? Is the Library seeking vendors to provide direct placements/candidates for FTE, in other words, vendors search for candidates to be placed into permanent positions immediately after hire?

- A66. The Library's RFP Request for Proposals for Temporary Staffing and Candidate Search Services is inclusive of any related services that the Library may require during the term of the contract. RFP section V. SCOPE OF SERVICES, includes candidate search services and other related services.
- Q67. Can you please provide examples of the IT job titles (technology) the Library has brought on the last 5 years and/or expects to bring on in the duration of this contract? This would help us provide information on our pricing.
- A67. This is a new Request for Proposal for as needed service. This question seeks information that is not required to submit a responsive proposal.
- Q68. Even though this is Queens Public Library's first time issuing an RFP for temporary staffing and candidate search services, do you currently work with any other staffing agencies?
- A68. The Library does have prior experience in working with staffing firms.
- Q69. It is understood that the scope of services is within specific functional areas including Human Resources, Finance, Administration, Technology, etc. Could you please clarify if there are particular roles or job titles you are prioritizing for hiring within these areas?
- A69. The Library has not identified and specific positions. These are for as required services that the Library may need during the term of the contract.
- Q70. Should we be selected as a vendor, could you please outline your contract process? Specifically, we'd like to understand if you provide a contract for our review and negotiation? As a publicly traded company, Robert Half adheres to a set of standard terms and conditions in all our agreements.
- A70. The RFP includes Attachment 2- Queens Borough Public Library Standard Terms/ Insurance. RFP section VII. PROPOSAL REQUIREMENTS, section B. Other (No page limit), states:

Firms must either provide a statement accepting the terms and conditions in the Library's General Terms and Conditions, Attachment 2, or must alternately identify any exceptions taken to the terms and conditions. Any supplemental contract language that a proposer requires is considered by the Library as an exception and must be included in a proposer's proposal. If exceptions are taken, the firm must clearly identify the language that is being taken exception to and provide the suggested alternate language for each such exception. The nature and extent of exceptions, if any, taken by the firm to the Library's terms and conditions will be a factor considered in evaluating submissions. Firms that demonstrate a willingness to accept the

Library's terms and conditions will be given more favorable consideration by the Library.

At any time during the RFP process, the Library, in its sole discretion, may reject a proposal that has exceptions to the Library's terms and conditions.

Proposer should follow these instructions and may also want to include proposer's agreement.

Q71. Could you please provide information on any required background checks? Do you allow start pending results?

A71. See answer to question 35.

Q72. How many temporary staffing needs do you anticipate per year? What is the expected response time for filling roles?

A72. These for as needed services. The Library has not identified any specific position or timeline.

Q73. What KPIs will be used to evaluate the staffing firm's performance?

A73. As stated in RFP section VIII. EVALUATION AND SELECTION, the Library will be evaluating proposals received.

Q73. Are there additional compliance or credential verification processes required?

A73. No.

Q73. What are the specifics of the temp-to-hire evaluation period and transition process? Or do we have to provide an explanation our process?

A73. Proposers should provide information about its experience and qualifications to provide the Scope of Services.

Q73. Billing and Rates:

- a) Are there caps or limitations on billable rates for temporary staff?
- b) What are the payment terms and invoicing requirements?

A73. Proposers should provide information on any rates and fees for services that it proposes to provide.

Incorporated into the RFP is Attachment 2- Queens Borough Public Library Standard Terms/ Insurance.

For Payment see, Section 11.02 Prompt Payment, which states:

To receive payment, the Consultant shall submit an itemized and detailed invoice, detailing the Services rendered and Deliverables provided, except where the Parties have agreed otherwise in a signed writing executed by the Parties that the Consultant will be paid at predetermined intervals without having to submit an invoice for each scheduled payment. The Library shall remit payment to Consultant within thirty (30) days after receipt and acceptance of an itemized and detailed invoice for Services rendered by the Consultant. The Library's payment of any invoice shall not preclude the Library from making an adjustment on any item found not to have been in accordance with the general and specific requirements of this Agreement.

Q74. What departments typically require temporary staffing, and what roles are hardest to fill?

A74. RFP section V. SCOPE OF SERVICES, states, "across multiple departments including Human Resources, Finance, Administration, Information Technology, and other specialized areas."

This RFP is for as needed services and the Library has not identified hard to fill positions.

Q75. Is there a VMS they are using or are we submitting to hiring managers directly?

A75. Awarded firms are to accept assignments from the Library's Human Resources Department.

Q76. Could the Library kindly confirm whether the Word document titled "Form #6" is the same as the one referenced in the table of contents as "Form #6 (Separate Excel document)"?

A76. The RFP that is posted on the Library's web page strikes out the word "Excel." Proposers to review the webpage for any updates. See addendum 1.

Q77. Could the Library please clarify if in FORM # 4 VENDOR RESPONSIBILITY QUESTIONNAIRE, vendors that are a corporation have to put it in "Business Entity Type"?

A77. Firm that are a corporation should state so in this section.

Q78. Could the Library please confirm if vendors does not have an office in New York will affect it in the evaluation criteria?

A78. The RFP does not require an office to be located in the state of New York.

Q79. In Attachment 3 - Local Law 34, could the Library kindly confirm which option vendors should select in the "Transaction Type (check one)" section?

- A79. Proposer to leave transaction type blank.
- Q80. In Attachment 3 - Local Law 34, could the Library kindly confirm what vendors have to put in section "Employer (if not employed by entity)"?
- A80. Proposers to complete the form including all requested information including birthdates and home addresses. As per the form, contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form.
- Q81. In Attachment 3 - Local Law 34, could the Library please clarify which section vendors have to fill out if this is a corporation owned by one person in section "Principal Officers"?
- A81. As per the form, contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form.
- Q82. In Attachment 3 - Local Law 34, could the Library please clarify if vendors can put some sections as N/A in sections "Principal Officers"?
- A82. The Library cannot waive the requirements of this form including birthdates and home addresses. As per the form, contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form.
- Q83. Could the Library kindly confirm whether the technical response must be submitted as a single document?
- A83. Proposers should submit one proposal file for the Library to review.
- Q84. Are electronic signatures allowed?
- A84. Yes.
- Q85. Is the certificate of Insurance required with the response?
- A85. No.
- Q86. Does the Library accept remote/onsite/offshore resources to work on this engagement?
- A86. The Library does not prohibit this. Actual needs will be communicated on a case by case basis.
- Q87. Is the estimated budget meant for all the vendors collectively? If so, what is the allocated budget for each vendor?

- A87. The Library has not established an estimated budget.
- Q88. If a vendor exhausts their assigned budget, can the purchase order (PO) be extended with additional funds?
- A88. This RFP has not established a budget.
- Q89. Are the vendors allowed to subcontract at the Task Order Level?
- A89. Proposers should identify potential subcontractors in its proposal.
- Q90. How many departments will benefit from the MSA? Could you please share the list of those departments?
- A90. Proposer should review the RFP including RFP section V. SCOPE OF SERVICES that details the departments.
- Q91. Could the Library please confirm if vendors are required to have a local office?
- A91. The RFP does not require a local office.
- Q92. Could the Library kindly confirm the number of firms expected to be awarded under this solicitation?
- A92. See answer to question 13.
- Q93. Could the library please clarify if they intend to conduct interviews for candidates selected by the firm?
- A93. The Library reserves the right to conduct or not to conduct interviews.
- Q94. Could the Library please confirm whether a vendor's lack of prior experience with library clients will impact the evaluation process?
- A94. As stated in RFP section VIII. EVALUATION AND SELECTION. 1, the Library will evaluate, "The firm's previous experience in providing the proposed services to libraries, not-for-profit corporations, library systems, public sector and other similar clients."
- Q95. Could the Library please confirm whether the cover page and table of contents are included in the 32-page limit?
- A95. As stated in RFP section VII. PROPOSAL REQUIREMENTS, the cover page is to not exceed two pages and General Information is to not exceed thirty pages. The RFP does not request a table of contents.

Q96. Under “General Information” on page number 6, point 6 states, “To the maximum extent possible, identify the lead individual and the individual(s) who will perform the tasks outlined in the Scope of Services.” Could the library please confirm if the firms need to include the name of the account manager and key personnel who will provide services? If not, please explain.

A96. This is to be limited to the account team and not any staffing.

Q97. Could the Library please confirm if references from ongoing contracts will be accepted?

A97. This RFP does not provide limitations of references of existing contracts.

Q98. Under “General Information” on page number 6, point 9 states, “Discuss the availability of the Library to visit this location.” Could the library please confirm what information is required with this statement?

A98. The Library does not need to visit a location. A response is not required by proposers.

Q99. Could the Library please confirm if the firms need to submit the pricing for this RFP? If yes, please provide the pricing format and in which section of the proposal response the firms need to include this information.

A99. Proposers are to provide its range of pricing for the services in which it proposes to provide.

Q100. Could the library please confirm if the documents with financial information will come under the 32-page limit?

A100. Financial information is not subject to the page limit.

Q101. Could the Library please confirm whether firms are required to submit the narrative response exclusively within the Form #6 document, or if responses to the requirements can be provided in a separate Word document file?

A101. Form #6 is a word file. Proposers to follow the format of the form.

Q102. Are firms required to pay Holidays, PTO, Sick Leaves, health benefits, etc., to the consultants placed?

A102. The RFP does not require it but firms are to comply with all local, state and Federal laws.

Q103. Is the library looking for firms to recruit the requested positions or for firms to provide in-house personnel to perform the services?

A103. The Library does not require firms to have in-house personnel to provide the as needed services.

Q104. How many hours are the consultants expected to work? Will there be any overtime involved? Will the library pay us for the overtime?

A104. This RFP is for as needed services that may arrive during the term of the agreement.

Q105. Is the library looking for staffing services?

A105. Yes. Proposer to review the RFP.

Q106. “a. Proposer must have provided services described on the scope of services to a library, school or government entity within the last three (3) years.”

- a) To be responsive, is it mandatory to have experience with library? Please confirm.
- b) To be responsive, is it mandatory to have experience with school? Please confirm.
- c) Will proposers with Library experience get more preference than other vendors in the evaluation criterial? Please confirm.

A106. Proposers must have experience in providing services to one of the following: a library, school or government entity. Proposers that do not demonstrate this will not have met the stated threshold criteria and will not have its proposal further evaluated.

Q107. “To the maximum extent possible, identify the lead individual and the individual(s) who will perform the tasks outlined in the Scope of Services. Provide a narrative describing your firm’s proposed approach to the scope of services. Provide detailed information for the cost for the various services.”

- a) We could not find the pricing sheet in the documents. Could you please share the pricing sheet?
- b) Could you please share the pricing format?
- c) Can we provide markup for each job classification? Please confirm.
- d) Could you please share the list of job titles to be utilized under the resulting contract?
- e) Could you please confirm we need to provide pricing in the response? Please confirm.
- f) Could you please elaborate what are the various services cost information Library is interested in getting?

A107. Proposer to provide its pricing for the range of services it intends to provide.

Q108. “Provide a minimum of three (3) recent clients as references from clients of similar size to that of the Queens Library and this Scope of Services (a “Reference Client”). Provide the Reference Client’s name, contact person, title, address, and telephone number. Please provide details on the work performed for each Reference Client, including, the length of any contract, project costs, size of project, completion date and explanation of how the work performed is similar to the work required by the Library, as well as any other pertinent information relevant to representing your qualifications to perform the work.

Identify where the proposed solution has been deployed. Discuss the availability of the Library to visit this location.”

- a) Is it mandatory to provide references from Library clients?
- b) Is it mandatory to provide references from School clients?
- c) Can we provide references of government clients whom we have provided temporary staffing services?
- d) Can we provide large commercial references?
- e) Can we provide mix of government and commercial references?
- f) Is it mandatory to provide only Library and School reference for this project?
- g) Will proposers with Library and School reference get more preference than other vendors in the evaluation criteria? Please confirm.
- h) Could you please elaborate what Library means by “Discuss the availability of the Library to visit this location.”?
- i) Will Library be visiting our client’s location for reference verification? Please confirm.
- j) Is it mandatory to provide local references? Please confirm.

A108. See answer to question 106.

Q109. Will vendors having local references with like-entities get more preference than other non-local reference vendors/ Please confirm.

A109. This RFP does not have any local preferences.

Q110. Could you please confirm if there are any incumbent vendors currently providing the services outlined in this RFP? If so, could you kindly disclose their identities?

A110. This question seeks information that is not required to submit a responsive proposal.

Q111. Are there any specific subcontracting requirements associated with this RFP?

A111. No.

Q112. Does this RFP include any requirements or preferences for local vendors?

A112. No.

Q113. The RFP specifies that the proposer must have provided services described in the scope of services to a library, school, or government entity within the last three years. Could you please clarify whether the RFP requires client references from all these entities, or if references from any one of them would be acceptable?

A113. Proposers should provide references from a library, school or government entity.

Q114. Is there a requirement to submit actual resumes or sample resumes of candidates? Are commercial references acceptable?

A114. Resumes should only be from key personnel that are servicing the account.

Q115. In Form #1: Statement of Understanding, it is mentioned that the proposer must furnish the name of a bank or other financial institution to provide evidence of their financial responsibility. Could you please clarify if 'Name of Firm' refers to the name of the bank or financial institution?

A115. Name of bank or financial institution. Whichever proposer provides.

Q116. What program improvements or enhancements do you expect from suppliers? What are your primary challenges in procuring and managing contingent labor?

A116 This question seeks information that is not required to submit a responsive proposal.

Q117. Who are the key decision-makers in selecting preferred vendors?

A117. RFP section VIII. EVALUATION AND SELECTION, states that the Library will establish a selection committee to review and evaluate proposals.

Q118. In which areas (locations, divisions, skills, etc.) do you anticipate the most growth in your program?

A118. This RFP is for as needed services.

Q119. Are any business changes expected that could affect the program's scope or delivery?

A119. No.

Q120. How many suppliers are invited to this RFP?

A120. This is a publicly advertised RFP. There are no limitations on the number of firms that can submit proposal.

Q121. How many suppliers will be shortlisted for the next selection phase?

A121. The RFP does not provide for short listing.

Q122. Please provide total program spend and headcount, segmented by location and/or country, labor type, skill category or department (e.g. Human Resources, Finance, Administration, Information Technology, and other specialized areas.)

A122. This questions seeks information that is not required to submit a responsive proposal.

Q123. What is the average assignment length?

- A123. This is an RFP for as needed services. Time is determined on an as needed basis.
- Q124. What percentage of temporary employees are typically converted to direct hires?
- A124. This question seeks information that is not required to submit a responsive proposal.
- Q125. What is the number of requisitions expected per month?
- A125. Undetermined. This RFP is for as needed services.
- Q126. General Information Requirement 5 mentions resumes of key staff members, so would these resumes count as part of the 30 page response limit? Would it be acceptable to provide brief descriptions/bios of key staff members and include resumes within the Marketing Material Section, which does not have a page limit?
- A126. Resumes do not count towards the page limit.
- Q127. General Information Requirement 10 requires an explanation regarding data security, so would it be acceptable to include a Security Policy that addresses this issue within our Marketing Material?
- A127. Proposer to determine its best way to respond to RFP questions. A security policy may be informative.
- Q128. General Information Requirement 12 requests information that establishes our firm's financial stability and Answer 17 from the Q&A provides acceptable documentation for this requirement. As financial statements are confidential in nature, would it be acceptable to directly share these statements with Queens Library if requested to do so during the evaluation period? If not, is there another method of sharing financial statements Queens Library other than an upload into DropBox via our proposal response?
- A128. Proposers are to provide this information with its proposal. Failure to do so may result in the Library determining that a proposal is non-responsive.
- Q129. Just want to confirm there won't be a proposal deadline extension and response remains due on Tuesday, 1/21/25 at 3:00 PM?
- A129. The Library reserve the right to extend the RFP due date, post answers to questions and to issue addendums to the RFP. Proposers have the responsibility of frequenting the web page for any and all updates to the RFP.
- Q130. Attachment 1 asks to furnish name of the bank or other financial institution, can we give only details of one bank or details of 2 banks are required?
- A130. Proposers should conform to all requirements of the RFP.

Q131. Question 9 on page 6, general information says specifics about references. Could you please provide clarity what does library mean by: "Discuss the availability of the library to visit this location"?

A131. See answer to question 98.

Q132. Could you give more details how cost for various services need to be provided?

A132. This RFP is for as needed services as determined by the Library during the term of the contracts. No additional information is available.

Q133. As documentation is asked for communicating firm's financial stability, could you please let us know how many years financial statements are you looking for?

A133. Proposers should provide more than one year's of information.

Q134. Could you please elaborate on Section General Information, point number 6? Specifically, what details is the Library seeking regarding costs? Are they looking for the total fee charged for search services, the hourly billing rate for short-term temporary staffing, and the conversion fee for temp-to-hire?

A134. Proposers should provide information on its fees that it intends to charge the library for services requested in the RFP.

Q135. I am a still a bit clouded about the instructions to provide resumes. Are you guys looking for the resumes of people who are going to support this project from our side i.e Account manager, Recruitment lead etc. or do you guys want the resumes of candidates who are going to be hired to perform the Library's task i.e HR, IT candidates etc.

A135. In proposal submission, proposers to provide resumes of key staff that will manage the engagement/account.

Q136. What job titles are of most strategic importance to the Library? And which jobs are the most frequently required?

A136. This RFP is for as required services.

Q137. It is difficult to provide pricing to the Library with the limited information provided in the RFP. Will the Library provide a list of job titles, job descriptions, an estimated quantity of each job title required, and an indication of whether the library intends to hire permanently or utilize temporary staff for each position?

a. Additionally, will the Library provide a pricing sheet including job titles and a column for hourly bill rates and direct hire fees?

A137. See answers to questions 3, 7, 51, 67, 99, 107.

Q138. Please confirm whether any of the titles in this solicitation fall under the Prevailing Wage or Living Wage laws, and if so what are the required minimum wages for each title covered?

A138. Work under this contract is not subject to prevailing wage or living wage.

Q139. **V. Scope of Services – 2) Screening** – *a) Conduct prescreening interviews, background checks, and reference verifications.* Would the Library prefer we include the cost of background checks into our bill rates (which may lead to overestimated costs), or bill as a separate line item as a pass-through cost with no mark-up?

A139. See addendum 3. Proposer to detail its rates and fees.

Q140. **VII. Proposal Requirements – A. General Information – 9.** *Discuss the availability of the Library to visit this location. Please explain this requirement as clients may be hesitant to agree to an in-person evaluation of their operations.* Will the Library agree to conduct references via phone or email?

A140. See addendum 3.

Q141. **VII. Proposal Requirements – A. General Information – 10.** *Explain how you will safeguard and keep confidential the data and information provided by the Library to you.*

What confidential data and information does the Library foresee providing to us?

A141. The Library anticipates performance of the scope of services to be confidential including but not limited to positions and fees.

Q142. **General Terms and Conditions – Article 2 – Representations, Warranties and Affirmations – Section 2.01 Performance and Deliverables** *(b) the Library shall receive free, good, and clear title to all materials and Deliverables developed under this Agreement... (d) during the term of this Agreement, Consultant shall, at no charge to the Library, correct any defects in the Deliverables in the Library's possession.*

Will the Library please confirm that (b) and (d) are not relevant to this solicitation as the Library will only be billed for temporary work hours approved by the Library or direct hire fees for candidates converted or hired by the Library?

A142. RFP section, VII. PROPOSAL REQUIREMENTS, B. Other, 1. states:

Firms must either provide a statement accepting the terms and conditions in the Library's General Terms and Conditions, Attachment 2, or must alternately identify any exceptions taken to the terms and conditions. Any supplemental contract language that a proposer requires is considered by the Library as an exception and must be included in a proposer's proposal. If exceptions are taken, the firm must clearly identify the language that is being taken exception to and provide the suggested alternate language for

each such exception. The nature and extent of exceptions, if any, taken by the firm to the Library's terms and conditions will be a factor considered in evaluating submissions. Firms that demonstrate a willingness to accept the Library's terms and conditions will be given more favorable consideration by the Library.

Proposers to identify contractual exceptions in its proposal and provide alternate language.

Q143. General Terms and Conditions – Article 2 – Representations, Warranties and Affirmations – Section 2.02 Procurement of Agreement;

B. For a breach or violation of such representations or warranties, the Library shall have the right to annul this Agreement without liability, entitling the Library to recover all monies paid hereunder and the Consultant shall not make a claim for, or be entitled to recover, any sum or sums due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the Library for falsity or breach, nor shall it constitute a waiver of the Library's right to claim damages, refuse payment or to take any other action available to it.

Will the Library agree that all work performed up to the point of annulment will be approved, invoiced and paid, as the annulment date will serve as the point in which no further Services will be provided by Consultant to the Library?

A143. See answer to 142.

Q144. General Terms and Conditions – Article 4 – Labor Provisions – Section 4.02 Employees

All persons who are employed by the Consultant and all consultants or independent contractors who are retained by the Consultant to perform services under this Agreement are neither employees of the Library nor under contract with the Library. The Consultant, and not the Library, is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement. Nothing in the Agreement shall impose any liability or duty on the Library for the acts, omissions, liabilities or obligations of the Consultant, or any officer, employee, or agent of the Consultant, or for taxes of any nature, or for any right or benefit applicable to a trustee, officer or employee of the Library, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the Library to any person or entity.

In order for the Library to be protected under the exclusive remedy clause of workers compensation law, a co-employment relationship needs to exist where the Library is the "special" employer and contractor is the "general" employer, for workers compensation purposes only.

Since the Library is responsible for directing our temporary employees on assignment with the Library and managing their work product, the above section should be amended to say “The Consultant, and not the Library, is responsible for their compensation and personal conduct...”

A144. See answer to 142.

Q145. General Terms and Conditions – Article 5 – Records, Audits, and Reports – Section 5.07 Confidentiality

In the event of such breach of security, without limiting any other right of the Library, the Library shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the costs of notifications or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The Library shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency or any other commercially reasonable preventive measure.

General Terms and Conditions – Article 8 – Protection of Persons and Property and Indemnification – Section 8.07 Withholding of Payments

A. In the event that any claim is made or any action is brought against the Library for which the Consultant may be required to indemnify the Library pursuant to this Agreement, the Library shall have the right to withhold further payments under this Agreement for the purpose of setting-off in sufficient sums to cover the initiated claim or action.

B. In the event that any Library property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the Library shall have the right to withhold further payments under this Agreement for the purpose of setting-off in sufficient sums to cover such loss or damage.

C. The Library shall not, however, impose a setting-off in the event that an insurance company that provided liability insurance pursuant to Article 7 above, has accepted the Library’s tender of the claim or action without a reservation of rights.

D. The Library may, at its option, withhold for purposes of setting-off any monies due to the Consultant under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Consultant or to the amount of any overpayment to the Consultant with regard to this Agreement.

E. The rights and remedies of the Library provided for in this Section shall not

Because invoices are inclusive of wages actually paid to employees, it would be a hardship to allow a set-off against undisputed invoices. Therefore, would the Library agree to remove these set-off clauses?

A145. See answer to 142.

Q146. General Terms and Conditions – Article 7 – Insurance – Section 7.07 Business Automobile Liability Insurance

Will our employees be using vehicles as part of their duties? If not, can the requirement for automobile liability insurance be removed?

A146. See answer to 142.

Q147. General Terms and Conditions – Article 8 – Protection of Persons and Property and Indemnification – Section 8.03 Indemnification

The Consultant shall defend, indemnify, and hold harmless the Library and its trustees, officers, employees, affiliates, and assigns from and against any and all liability, loss, damages, claim, or action, to the extent permissible by law, arising out of the operations performed or the services provided by the Consultant under this Agreement. Insofar as the facts and law relating to any claim would preclude the Library from being completely indemnified by the Consultant, (a) the Library shall be partially indemnified by the Consultant, or (b) where the claim arises from an injury to the Consultant’s employee(s), the Consultant shall be liable to the Library under this Agreement for partial or complete indemnification and/or contribution to the fullest extent provided by law.

The indemnity in this section is overly broad and not industry standard and would require us, for example, to indemnify the Library for a judgement obtained by one of our employees who was sexually harassed by a Library employee. Therefore, would the Library 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 Library employees? Example language is provided below.

“The Consultant shall defend, indemnify, and hold harmless the Library and its trustees, officers, employees, affiliates, and assigns from and against any and all liability, loss, damages, claim, or action, to the extent permissible by law, arising out of the **Consultant’s gross negligence or willful misconduct in performing** the services provided by the Consultant under this Agreement. **Consultant does not agree in any circumstance to indemnify the Library for consequential damages that may arise from the services provided by the Consultant under this Agreement.** Insofar as the facts and law relating to any claim would preclude the Library from being completely indemnified by the Consultant, (a) the Library shall be partially indemnified by the Consultant, or (b) where the claim arises from an injury to the Consultant’s employee(s), the Consultant shall be liable to the Library under this Agreement for partial or complete indemnification and/or contribution to the fullest extent provided by law **unless such a claim arises from the gross negligence or willful misconduct of the Library, its trustees, officers, employees, or affiliates.**”

A147. See answer to 142.

Q148. General Terms and Conditions – Article 10 – Termination and Default – Section 10.02 Consultant Default – D.

The Library, after declaring the Consultant in default, may have the services under this Agreement completed by such means and in such manner as it may deem necessary and in accordance with its purchasing policy. After such completion, the Library shall ascertain the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion exceed the total sum which would have been payable under this Agreement if it had been completed by the Consultant, any excess shall be promptly paid by the Consultant upon demand by the Library. The excess expense of such completion, including any and all related and incidental costs, and any liquidated damages assessed against the Consultant, may be charged against and deducted out of monies earned by the Consultant.

Excess expenses as stated here are not relevant to staffing contracts as the Library will only be invoiced for work hours, temp-to-hire conversions and direct-hire placements approved by the Library. It is not industry standard to charge excess expenses or deduct out of monies earned by if the Library decides to move forward with a different vendor for similar services. Will the Library agree not to charge excess expenses or deduct out of monies earned as indicated here?

A148. See answer to 142.

Q149. General Terms and Conditions – Article 14 – Miscellaneous Provisions – Section 14.01 Acceptance of Deliverables

Upon receipt of any Deliverable(s) under this Agreement, the Library shall conduct its own respective acceptance test procedures. In the event that such Deliverable(s) fail to pass the Library's acceptance test procedures, then Consultant shall promptly correct the defects and redeliver the Deliverable(s) to the Library. If after redelivery the Deliverables still fail the Library's acceptance test procedures, then Consultant shall immediately refund all sums previously paid by the Library relating to said Deliverables and the Library may elect to terminate the Agreement for cause.

Our responsibility in this contract is to provide temporary workers not deliverables. The approval of time worked by the temporary employees assigned to the Library act as acceptance of acceptable services provided. If the Library is not satisfied with the performance of a temporary employee, the Library will not be required to pay for the day that notice of that employee's insufficient performance was provided. Will the Library agree not to be refunded for any period of work performed, for which we must pay to the employee, before that day?

A149. See answer to 142.