

*Tammy L. Grimm  
Court Executive Officer /  
Jury Commissioner*

*Terri Darr  
Court Financial Officer*



*Superior Court of California,  
County of Imperial  
1625 W. Main Street  
El Centro, CA 92243  
(760) 336-3522*

## **R1415-06 Temporary Staffing Services RFP**

### **Questions & Answers**

issued 01/21/2015

- 1. Please clarify if the temp personnel will be using their own personal vehicles or court appointed vehicles if asked to start or end work in multiple locations within Imperial County?**

Answer: In the rare event temporary staff should be asked to travel between multiple locations, they would use their personal vehicles. Staff must have advance approval to drive a personal vehicle on state business and the Court would expect to reimburse the driver at the current state of California mileage reimbursement rate.

- 2. Is there a current incumbent vendor, and if so, what is the mark up and hourly pay rate?**

Answer: There is currently no contract for temporary staffing services. The last temporary staff were contracted thru Manpower at a markup rate of 58.45%

- 3. Does the court wish to transition any incumbent temp staffing to the newly awarded vendor?**

Answer: Yes, if at the time of award there is temporary staff working for us. There is currently no temporary staff contracted.

- 4. In Appendix B of the Standard Agreement, paragraph 5. Taxes (page B-2), it is stated that "... no payment will be made for... any taxes levied on employee wages." A strict interpretation of this statement might preclude bidders from including SUTA, FUTA and any other federal and state mandated impound taxes in their bid price. Perhaps the key word is "levied?" That is to say, for example, impounds levied by state agencies against delinquent parents? Please provide an RFP amendment clarifying this issue.**

Answer: For this agreement, we will replace the work taxes with impounds. Exceptions to contract should be notated as instructed in Attachment 3.

- 5. In Appendix C of the Standard Agreement, paragraph 1.3 Background Checks (page C-1), it is stated that "...by obtaining, at no additional cost, all releases, waivers, and permissions the Court may require." Costs for background checks vary greatly depending on whether determinations required by the Court are national, state, or local in scope, and whether they should include such aspects as consumer credit reports and the like. Please clarify this issue.**

Answer: The Court will revise this language upon contract award as this agreement provides for the reimbursement of background checks.

- 6. In Attachment 8 -- Cost Proposal, Part I: Mark-Up Court Referrals (page 1 of 2), it is stated that "...the temporary staffing agency's mark-up charge on its temporary employee take-home pay rates." Staffing agency mark-up is based on pay rates prior to the employee-mandated deductions resulting in take-home pay. Should "take-home" be deleted? If so, please provide an RFP amendment deleting the words "take-home." If not, please explain how bidding should take into consideration the varying amounts on which take-home pay rates might be based.**

Answer: The commission amount should be taken against employee gross pay. The contract will be adjusted upon award.

- 7. In Attachment 2/Standard Agreement, under No. 3.1 Allowable Expenses. Pass thru costs are only allowed on Drug testing and Background Screens. How do we handle the cost on Healthcare or the Affordable Healthcare Act?**

Although the Affordable Healthcare Act pertaining to Business has not completely been implemented; when it does go into full effect we are estimating the cost to be an additional 10% costs over the base labor wage. So for instance if we are paying an employee a rate of \$15.00 per hour this could add an additional \$1.50 to the base cost. What we know now is that how we will be charged on healthcare costs is primarily determined by the age of an employee and if they are working part time hours or full time hours. We do not have any way to predict this at this time for pricing purposes. Would it be more advantageous for Superior Court of California to work a pass thru as opposed to trying to build into the hourly pricing. If so and you allow a pass thru on this item, can we show Healthcare as a cost TBD (To Be Determined) for the purpose of responding to the RFP?

Answer: Two quotes may be provided to show pass-thru pricing with AHA & one to include AHA cost in the total commission percentage.

- 8. How many services will be selected?**

Answer: We are looking to contract with one. However, if upon review of proposals, we see the need to contract with two, we reserve the right to do so.