



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH · CITY OF INDUSTRY, CALIFORNIA 91746
 Tel (562) 908-8400 · Fax (562) 695-4801



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January 10, 2013

**ADDENDUM NUMBER TWO
 TO THE CASE RECORD STORAGE AND RETRIEVAL SERVICES
 RFP CMD #12-06**

This is Addendum Number Two to the Case Record Storage and Retrieval Services Request for Proposals (RFP) CMD #12-06. This Addendum contains answers to the questions that were submitted prior to and during the Proposer’s conference held on January 7, 2013. **The information hereunder supersedes any other information previously provided and shall cause the following revisions:**

Question 1 Does the most favored clause only apply and is limited to similar quantities and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this contract? Are the following examples exempt from item 8.39?

- 1) State of California entities where the quantities are much lower than the volumes in RFP CMD# 12-06;
- 2) Commercial customers where volumes and deliveries are much lower than RFP CMD# 12-06.

Answer 1 **Refer to RFP, Sample Contract, Most Favored Public Entity. Examples 1 and 2 above are exempt from Subsection 8.39 below.**

8.39 Most Favored Public Entity

If the Contractor’s prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

Question 2: Will the destruction of the 300,000 boxes and 3 million Legacy cases between now and the start date of the new contract require any involvement of the new vendor?

Answer 2 No. Should destruction of cases occur during the current contract term, it will only involve the current Contractor.

Question 3: Based on the requirement to have the 10 million case records and minimum 600,000 boxes of other records/documents from the current contractor to the new vendor by the contract effective date, what is quantity of boxes the current vendor can release on a daily basis? 1000, 2000, 3000 boxes or more?

Answer 3 Refer to RFP, Subsection 3.12.7.5, each Proposer is required to develop a transition plan to assume services from the predecessor, which may include plans to acquire boxes from the predecessor.

Question 4 Is it fair to change the “600,000” boxes to “300,000 – 350,000” boxes?

Answer 4 No, there is no guarantee that the destruction of the 300,000 boxes will occur prior to the completion of the solicitation. Proposers should consider the possibility of transferring a minimum of 600,000 boxes.

Question 5 Will the current vendor provide an electronic copy of the current inventory?

Answer 5 Yes, an electronic copy of the current inventory will be provided to the awarded Contractor.

Question 6 What is the current estimated cost for permanent withdrawal for the current vendor?

Answer 6 The current Vendor fixed fee for permanent removal of a box for destruction is \$2.50.

Question 7 Can you provide clarity on what a “reasonable person” is? i.e., bonded, background, etc.?

Answer 7 As the RFP makes no reference to “reasonable person” but rather mentions “responsible person,” this answer will clarify “responsible proposer” because of the references to “being bonded” and “background.”

Refer to RFP, Section 1.22, Determination of Proposer Responsibility, Subsection 1.22.1 and 1.22.2

- 1.22.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers
- 1.22.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the Subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

Question 8 Are there any specifications regarding building codes?

Answer 8 Refer to RFP, Appendix B, Statement of Work, Subsection 3.3. The warehouse facility must meet all applicable building code and zoning requirements.

Question 9 Can the four (4) CDs include business and cost proposals in each CD? If so, in which box should they be included?

Answer 9 Yes. Refer to RFP Subsection 3.11. The Business Proposal and Cost Proposal can be included on the same CD. However, the CDs will not be accepted in lieu of the hard copies.

Question 10 Does RFP, Section 3.1.2 mean that the transition must be complete three months before the contract expired?

Answer 10 No. Refer to RFP, Appendix B Statement of Work, Subsection 3.1.2, Contractor Furnished Items. This section is specific to the Contractor who has been awarded the contract to ensure that the normal services are provided to ensure a smooth transition.

3.1.2 For three months prior to the expiration or cancellation of this Contract, Contractor shall provide, without additional cost to County, the normal services of the Contractor's Contract Manager, Quality Control lead person and/or supervisors to ensure a smooth transition from Contractor provided services back to County or another Contractor. (See Sample Contract, Standard Terms and Conditions, Section 8.0, and Subsection 8.10, Completion of Contract).

Question 11 In RFP, Section 3.2, what is a separate line for Welfare Fraud Prevention and Investigation? Is the line meant for placing service request?

Answer 11 Refer to RFP, Section 3.0, Contractor Furnished Items, Subsection 3.2. Contractor is required to have a designated phone line for which Welfare Fraud Prevention and Investigation staff can call to request services.

3.2 Equipment, Supplies and Materials

Contractor shall provide all computers, telephones (including a separate line for Welfare Fraud Prevention and Investigation), photocopy equipment, vehicles, hardware, supplies and materials, and any additional items of equipment necessary to meet work requirements under this Contract, with the exception of Boxes provided by County under Subsection 2.5.2, Materials.

Question 12 Will the information in Appendix B, Statement of Work, Section 4.3.2 (2) be on the County transmittals?

Answer 12 Yes. When processing newly received case records or Special Investigation Records, the Contractor will receive a transmittal from the District or Regional office with the required information indicated in RFP, Appendix B, Statement of Work, Subsection 4.3.2 (2).

4.3.2 Enter the Case Number, Case Name, Receipt Date, Close Date for Closed Case Records and Special Investigation Records (including negative or positive for Special Investigation Records), and the number of the County office from which the new record was received on Contractor's Inventory System;

Question 13 There are 102 County locations that are covered under this contract. Will all of the locations be serviced every other day, or would we only stop at a location as needed by the County?

Answer 13 Yes. All locations should be schedule for pick-ups every other day unless otherwise determined by the County. Refer to RFP, Statement of Work, Subsection 4.2, Contractor Provided Messenger Pick-Up and Delivery Service

4.2.1 Regularly Scheduled Pick-Up and Delivery Stops

Contractor shall provide messenger service for regularly scheduled Pick-Up and Delivery Stops to and from each County office listed in Technical Exhibit B-7 (County Office Addresses). The frequency of the messenger service shall be every other workday at each of the County offices listed in Technical Exhibit B-7 or as otherwise determined by County.

Question 14 If the Vendor is unable to offer record storage separate from other customers' records, would this disqualify the Vendor from consideration or could we pay the \$500 monthly penalty throughout the contract?

Answer 14 Refer to RFP, Statement of Work, Subsection 4.3.5, Storage of Case Records/Special Investigation Records:

4.3.5 Storage of Case Records/Special Investigation Records

Contractor shall be solely responsible for the safe and confidential storage of all Case Records/Special Investigation Records from the time they are picked up from County offices until they are returned to a County office. **All records shall be physically separated from the records of Contractor's other clients.** Only Contractor -authorized personnel shall handle and have access to Case Records/Special Investigation Records.

Refer to RFP. Section 3.12.11

3.12.11 Acceptance of / or Exceptions to Terms and Conditions in Sample Contract, and Requirements of the Statement of Work

A. It is the **duty of every Proposer to thoroughly review the Appendix A, Sample Contract and Appendix B, Statement of Work and Appendix C, SOW Technical Exhibits to ensure compliance with all terms, conditions and requirements.** It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

Question 15 What are the specific terms around 'Limit of Liability,' and are the terms negotiable for a per-box price?

Answer 15 The County does not accept a Limit of Liability as Vendors should be responsible for any damage they cause due to their negligence.

Question 16 Can the required forms be provided in Word format?

Answer 16 Yes. Proposers who attended the conference on January 7, 2013 will receive the required forms in Word format. Alterations to the forms will be considered an exception to the RFP.

Question 17 The RFP provides a link to a copy of the 'Business Entity Detail'. However, the link does not take us to a copy of this document. How do we obtain this?

Answer 17 The 'Business Entity Detail' is not a document; it is a summary that can be accessed on kepler.sos.ca.gov. Proposers are required to print a copy of the summary page from the website.

Question 18 Please clarify the number of proposals to be submitted.

Answer 18 Refer to RFP, Section 3.10. Proposers must submit an original Business Proposal and four (4) copies, plus an original Cost Proposal and four (4) copies.

Question 19 How many current and former references are required?

Answer 19 Refer to RFP, Section 3.12.6.3.1

The Proposer should list four (4) references. If the Proposer has or has had any contract with DPSS within the last five (5) years, the Proposer should list at least one of those contracts as a reference.