# GENERAL SERVICES DEPARTMENT

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CENTRAL SERVICES

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**MASTER QUESTIONS & ANSWER FORM**
**RFP R604-417-13**

| ITEM | DATE | QUESTION OR COMMENT | COUNTY RESPONSE |
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| 1. | 4/24/13 | Can we receive the RFP in an electronic Word document | YES |
| 2. | 4/24/13 | Will the metering service included only be used for emergencies or will it be used on a daily basis? | If determined to be in the best interest of the County, mail metering would be a daily service provided to the County. The County reserves the right to determine whether or not it will outsource the mail metering function. |
| 3. | 4/24/13 | Does the driver uniform require the name of the company as well the driver? | Uniforms are to identify the Drivers/Couriers to the company for which the County contracts with. |
| 4. | 4/24/13 | Our drivers our bonded, does this meet the requirement for the county? | Yes. Proof of bonding will be required upon intent for contract award. |
| 5. | 4/24/13 | The RFP states that the county is currently using full rate postage, but also reports the $.384 postage. Can we provide postage other than $.384 for letters and flats in our proposal? | The County is metering its mail at full rate currently. The 3-digit sort fee is .384. Responding firms are requested to provide the most competitive rate possible. Evaluating of Proposals are heavily weighted based upon the postage rate submitted with proposal. |
| 6. | 4/24/13 | We have an agreement to submit mail in San Francisco. Can we submit your mail in San Francisco rather than Oakland? | Providing the mail is submitted according to the RFP specifications, any main mail hub is acceptable. |
| 7. | 4/25/13 | Our company does not "bond" individual employees, but carries fidelity insurance against employee theft and dishonesty as well as third party crime. Does fidelity insurance (crime coverage) satisfy the County's requirement that vendor be bonded and insured? | Fidelity Insurance will suffice. |

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| 8. | 4/25/13 | Please confirm that you are metering at the then current ____ rate for letters and the then current ____ rate for flats. | The County is anticipating metering letters at the USPS 3 digit rate for letters at .384 and flats at the 3 digit rate at .594. Of course, the metering will increase with the weight of the mail. |
| 9. | 4/25/13 | Is the amount to be entered on the bid sheet is the "fee" alone or fee plus postage based on a specific postage rate being pre-metered. | The County will be metering the mail in option #1; therefore the fee alone is to be entered on this line. In the option for the contractor to meter the mail, please provide the applicable fee for the task separate from postage amount. |
| 10. | 4/25/13 | If required on a regular basis we would need the County to provide postage funding up front and separately from invoiced amounts. Will the county accept that requirement? | Yes, the County will require the contractor to keep postage deposits completely separate from invoicing for service. |
| 11. | 4/25/13 | Can we do separate fee for the different circumstances. Different fee for letters vs. flats | Yes, this is an acceptable solution. |
| 12. | 4/25/13 | We cannot process bound printed matter | The County understands this limitation. |
| 13. | 4/25/13 | The RFP says additional services requested will receive the same discount as original contract items. Depending on volume, location, type of mail stream, additional mailstreams may not be able to be accepted at the same price or may be able to be provided at a lower price. | The County understands this limitation. |
| 14. | | The RFP mentions both same day and next day mail. | The County expects that all mail will be placed into the mail stream on the same day it was picked up from the County's main mailroom. If there are exceptions, please note what those might be. |
| 15. | 4/25/13 | While our company has the insurance coverage amounts required under the agreement, some of the language for endorsements and coverage's are not exactly the same and some of the requirements related to insurance company ratings, copies of policies, etc. are not within our company guidelines. If we have the proper coverage amounts, is the County willing to accept revisions of some of the other language issues in the event that we are the successful bidder. | If your Company takes exception to any terms and conditions put forth by the County's requirements please make a note of those with the submission of your proposal. |

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| 16. | 4/25/13 | The RFP says that the documents will become public. We consider our customer contact information confidential and a trade secret. Can we submit the reference information separately as a confidential document or should we use all government entities as references? | Customer references are required with this solicitation. The County contacts all references to determine that the contractor is providing acceptable service consistent with contract requirements. Furthermore, the County is subject to the California Public Records Act which requires transparency in Government solicitations. If you have information that you wish to remain confidential, please mark that as "confidential" also please refer to section 3.18 and 3.19 for further clarification. |
| 17. | 4/25/13 | Our bid will be based upon current USPS rules, rates and regulations. If during the course of the contract term, the USPS adopts new/revised rules, rates and regulations that directly affect the cost or performance of the services, our company would advise the County in writing in advance, but may need to submit modifications to the pricing or other terms of performance. | The County is aware that pricing may change dependent upon changes in USPS rates. |
| 18. | 4/25/13 | The RFP says monthly billing in the standard contract, but weekly in the requirements. Are the specific requirements intended to override the standard contract language? | The County requires weekly invoicing. Please disregard the standard contract language in this instance. |
| 19.` | 4/25/13 | The RFP says the mail must meet Move Update, does that mean the County needs us to run it on all the mail and include it in the bid price or does the county want that priced separately so that we only charge it on mail streams that require us to provide the MUS? | The County wishes to contain costs, therefore will request move update only on required mail. |
| 20. | 4/25/13 | HIPAA - Business Associate It is our understanding that the relationship between bidder and your company does not render bidder a "Business Associate" under the Health Insurance Portability and Accountability Act of 1996 and the regulations governing the privacy of protected health information promulgated thereunder (collectively, "HIPAA"). The services provided by bidder include the sorting of mail and the delivery of such mail to the United States Postal Service. Although mail provided by your company to our company may contain individually identifiable health information, in performing its services bidder is not involved in the use or disclosure of such information. | Acknowledged; however, it will be required that the awarded contractor sign and return our special terms and conditions document pertaining to HIPPA requirements. |

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| 21. | 4/25/13 | In its preamble discussion of the definition of a "Business Associate" set forth in 65 C.F.R. 82476 (December 28, 2000), the Department of Health and Human Services stated that:<br>• We do not require a covered entity to enter into a business associate contract with a person or organization that acts merely as a conduit for protected health information (e.g., the US Postal Service, certain private couriers and their electronic equivalents). A conduit transports information but does not access it other than on a random or infrequent basis as may be necessary for the performance of the transportation service, or as required by law. Since no disclosure is intended by the covered entity and the probability of exposure of any particular protected health information is very small, we do not consider a conduit to be a business associate of a covered entity. | See Response to Question #14. |
| 22. | 4/25/13 | As addressed above, bidder “acts merely as a conduit for protected health information." Therefore, bidder does not enter into Business Associate agreements or any document that identifies us as a Business Associate. However, we will comply with all applicable HIPAA provisions, such as providing reasonable physical security for the mail that may contain HIPAA information. We are willing to enter into a HIPAA subcontractor agreement which mirrors most of the Business Associate Agreement language, but includes only requirements relevant to the handling of sealed envelopes. We are willing to sign the HIPAA Compliance Certificate, but would want to revise anything that states that we are a BAA and to remove anything this is applicable only to BAAs and not applicable to the services provided for mail presorting. | Acknowledged. |

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| 23. | 4/25/13 | The processing description in paragraph 13 of the requirements is not quite accurate. For example, if the mail is already metered, we would not re-weigh the piece. We do not assign a "tracking number". We apply a USPS Full Service Intelligent Mail Barcode ("IMb"). In our response we will provide a description of our process, but it will not exactly match the description in paragraph 13. | Acknowledged. |
| 24. | 4/25/13 | The standard agreement paragraph 10A has indemnification requirements which are more broad that the indemnification for bodily injury, property damage, violation of law and gross negligence/willful misconduct that we normally indemnify for. Is the county willing to negotiate its indemnification paragraph? | See Response to Question #9. |
| 25. | 4/25/13 | Because our company does not perform work for the federal government, we require additional time to review the Cost Principles and Administrative Requirements to determine to what extent they are applicable and that we can comply. We will identify any concerns or reservations with our bid response. If we do not raise the issue in our response, we understand that we are deemed to be confirming our compliance. | See Response to Question #9. |
| 26. | 4/25/13 | We would request a clarification of the Ownership of Documents provision, that such County ownership does not apply vendor's pre-existing technology, documents, plans, trade secrets or other vendor owned intellectual property or confidential information. | See Response to Question #9. |
| 27. | 4/25/13 | The standard agreement paragraph 34 relative to use by other government entities. While we would agree that the same terms and conditions could apply, we cannot agree that pricing would apply. Pricing is based upon the type of mail, quantities, distance from the mail room to our facility, the time of day that the mail is available and other factors. Those details would have to be mutually agreed between any additional government entities and vendor and included in the separate contract. | Acknowledged. |