**VENDOR QUESTIONS AND RESPONSES**

**PRE-PROPOSAL TELECONFERENCE**

**RFP 2COA2D-1-2012**

**OCTOBER 26, 2012**

Question 1. Section 2.0-Services specifies that “…scheduled pick-up and delivery of record boxes and emergency delivery and pick-up on request services in accordance with the Statement of Work. “Is this a separate document?

1. The Statement of Work is a part of the RFP; Section 12.0 beginning on page 13.

 Note: The initial box estimate in this section indicates a current box load of 25,000 boxes. Our current box load is approximately 24,000 boxes. The Court estimates that our current and future box load requirement will not exceed 25,000 boxes.

Question 2. You requested boxes be stored in environmentally controlled storage. Is this climate control?

1. The Court’s requirements for record storage are that the records basically be stored in an office environment. We expect that most of your buildings will meet this requirement. However, if your facility experiences extreme variances in temperature and/or humidity then you will have to provide a climate controlled environment for the Court’s records.

Are they currently stored in a climate controlled environment? Yes. Has this been verified? The Court’s Record Custodians have visited the storage facility at Iron Mountain and report it is in compliance with the current agreement with Iron Mountain which specifies an environmentally controlled storage facility.

 If we find they were not in a climate controlled…? That is an issue we will take up with Iron Mountain. It will not change the requirement for storage facilities going forward to meet this requirement.

If boxes are damaged because they were not stored properly…? Any damage to currently stored boxes found to be as a result of improper storage will be the liability of the current vendor. Going forward, it is the new vendor’s responsibility to ensure that no other damage is caused due to improper storage.

**To clarify this requirement: The requirement for environmentally controlled storage of paper records is based on governmental findings that records placed in long-term storage (permanent storage) in non-controlled environments suffer deterioration which renders them unusable (the ink is gone). The generally accepted standards for permanent record storage are:**

**An Environmentally Controlled Storage Facility, in the context of this RFP, is defined as a records storage space which provides 24hour/365 day air conditioning which controls temperature, humidity, and air exchange.**

**In general the standard is that this environmental control is the equivalent of that required for an office space (maximum temperature of 75° F (22° C), 60° (16° C) minimum temperature; relative humidity: 60% maximum, 30% minimum). A complete set of standards for a storage facility designed to store permanent paper records may be found in 36 CFR § 1234 (Facility Standards for Records) and National Information Standards Organization Publication TR01-1995 (Environmental Guidelines for Storage of Paper Records). You may also refer to ANSI/ASHRAE Standard 55 and ASHRAE Standard 62.**

Please note that the Court would prefer a general temperature range of between 70º F maximum and 60º F minimum and a relative humidity of between 50 % to 60%.

Records previously stored in non-environmentally controlled conditions at this time are probably at the end of their retention period. Any records going into storage after the change in standards are expected to be stored in accordance with these guidelines.

Question 3: What is the distribution of boxes stored between Ventura and Los Angeles?

1. At the present time the storage allocation is approximately 600-800 boxes in Oxnard, CA. It is expected that Ventura’s box load will exceed 800 boxes. All other Second District boxes are stored in Iron Mountain’s Los Angeles location.

Follow-on: Can you provide the address of Iron Mountain’s Oxnard facility?

1. These are the addresses for Iron Mountain’s storage facilities. It is our understanding that for removal purposes, all boxes would be stages at the Pico Rivera location.

**Iron Mountain** Pico Rivera 

8700 Mercury Lane, Pico Rivera, CA 90660

(800) 899-4766

**Iron Mountain** Valencia

28751 Witherspoon Parkway, Valencia, CA 91355

(800) 899-4766 () ‎ · [ironmountain.com](http://maps.google.com/local_url?dq=iron+mountain+valencia+ca&q=http://www.ironmountain.com/&ved=0CA4Q5AQ&sa=X&ei=HNGKUP22GIqniQKq2IGIAg&s=ANYYN7mG_ktBhcdWB1DT5rcNQq5gAUBl4A)

Question 4: What per centage of the current 24, 000 boxes being stored will be destroyed before transfer from Iron Mountain?

1. The Court’s current planning, unless during the transition survey we find it necessary to destroy records, is to transfer all 24,000 boxes to the new storage site. Our present destruction procedure is to bring any record scheduled for destruction to the Court because of public notice requirements. Those records are then usually destroyed in-house. This procedure may change in the future, but this is our present process. We do not plan to perform destruction of records during transition.

Question 5: Can you provide or do we have to request under the Sunshine or Freedom of Information Act a copy of the current contract with Iron Mountain?

1. At the present time I believe the Court is operating under the terms of the CMAS (California Multiple Awards Schedule) Contract. The other signatory to which is the First District. We will attach a copy of the current contract to the Q & A Transcript which will be released on Monday October 29, 2012.

Question 6: The Permanent Removal Estimate-is that based on CMAS?

1. The permanent removal cost estimates provided are based on our calculation of removing 24,000 1.2 cubic foot boxes from Iron Mountain. This is based on a Retrieval Fee of $2.77 a box plus $3.37 per carton Permanent Removal fee. We estimate the cost of permanent removal to be $6.00 per CF and the total cubic feet to be removed to be 28,800 CF. These costs estimates are derived from the fees specified in the current CMAS Contract.

Question 7: What is the estimate of how many cubic feet will be released per day from Iron Mountain?

1. We have presently had no discussions with Iron Mountain on rates of removal of our records. It is our expectation that you will provide us in your proposals with the necessary data as to removal rates desired so that we can make arrangements with Iron Mountain. Because we have no information as to individual vendors’ fleet/cartage/intake capacity, we are at your mercy in establishing benchmarks in this area. The RFP does give general transition timelines, however final transfer rates and account establishment timelines will be established at the final contract formation stage.

Question 8: Are you going to require the vendor to provide any kind of report as to the average temperature/humidity ranges in the storage facility.

1. At the present time the Court does not require any type of environmental quality compliance report from its record storage vendor. Our evaluation of whether or not the facility has maintained appropriate environmental control is based on our examination of our records condition as they are moved back and forth from the storage facility. If you have the capability to provide this type of management report, you may certainly indicate that ability in your proposal. But as previously indicated the Court’s principal evaluation of compliance with the environmental quality requirements will be made by examining the records stored for damage.

Question 8: Will we receive an electronic report of the current inventory to be transferred from Iron Mountain.

1. Yes. The Court will provide the new vendor with a report of the current inventory to be transferred prior to commencement of the transition phase of the new contract.

Question 9: Please clarify the Court’s requirements for catastrophic insurance coverage. How are you going to evaluate a company’s compliance with the requirement for coverage? Ex: What happens if all 25,000 boxes are destroyed?

1. The Court is basically looking at whether the Vendor has provided adequate coverage to allow the Court to reconstitute the Court’s records after it assesses the requirement to recreate records which have been lost. This assessment will basically mean the Court will not seek to reconstitute those records which were at the end of their retention cycle as they would usually be destroyed in any event. Where records must be recreated the Court will usually seek to reconstruct them from the records of the Superior Court. However, in the event of a more global catastrophe, the Court may have to seek copies of the relevant documents from the litigants and then verify them against surviving records. The level of the coverage the Court is requesting is based on our estimate of what that type of disaster recovery effort would cost.

Follow On: Is there no limitation on recovery cost per box?

1. The Court’s basic position is that it is limited in its right of total recovery to the policy requirements specified in the RFP. Based on our evaluation of probable losses from a catastrophic event, we do not expect a total loss scenario to occur. It is also our evaluation that the coverage limits specified in the RFP will allow the Court adequate protection against any foreseeable loss and that the coverage ranges are within the levels of coverage currently carried by most of the industry.

GRMDOCUMENTMANAGEMENT

Sent: Tuesday, September 25, 2012 2:41 PM

**Subject: Court of Appeal: RFP# COA2D-1-2012: Questions**

**1. What is the Total Cost (Permanent Withdrawal in Cubic Foot + Retrieval Fee in Cubic Foot)to Remove the boxes from Iron Mountain?**

**PW + RF = $4.57 + $2.77 = $7.34 per box**

**Based on the current storage of approximately 24,000 boxes, the estimated liability for permanent removal from the current storage facility is $176,160.00.**

**2. Who pays for Total Permanent Withdrawal Fee of Records from Iron Mountain? Incumbent Vendor or Court of Appeal?**

**Under the current contract the Court of Appeal is responsible for payment of any Permanent Withdrawal Fees.**

**3. During the Cost Comparison Process between Current Vendor vs. rest of the Vendors, will the Total Permanent Withdrawal Fee play negatively against Rest of the Vendors as the Current Vendor does not have to add the cost in their contract?**

**The current Request for Proposal requires all Proposed Vendors, including the Incumbent Vendor, to specify in what manner the costs associated with the removal of the Court of Appeals’ records from the current storage site will be handled and how those costs will be amortized over the life of the new storage contract. It is expected that any proposal from the incumbent vendor will include a proposal to amortize the present removal cost liability over the term of any new contract award. It is also the intention of the Court of Appeals to craft a record storage contract which does not include any “lock in” costs which would adversely affect the Court’s ability to modify record storage modalities to reflect changes in storage technology and the Court’s future needs. The Court’s analysis of Vendor cost proposals will reflect the Court’s desire to achieve these goals.**

**4. What is the Service Activity like for last 2years at Los Angeles location? Number of Retrieval, Refile, Next Day Delivery/Pickup, Rush Delivery/Pickup, Destruction, Permanent Removal, etc.?**

**a. The Court’s Los Angeles location has established a weekly schedule which has 20-25 boxes being ordered from Iron Mountain and 20-25 boxes being returned to Iron Mountain. This is a scheduled next day delivery/pickup. During 2010 and 2011 our records indicate an average of 20 boxes a week were picked up and dropped off.**

**The Court also schedules an annual pickup of records. This pickup is usually approximately 1,000 to 2,000 boxes. In 2010 approximately 1,650 boxes were shipped. In 2011 approximately 1,450 boxes were shipped.**

**b. As noted above, the Court has a scheduled weekly next day delivery/pickup based on the Court’s request for records. There were no rush delivery/pickup orders in the past two years.**

**The Court currently performs Destruction of all Court Records. The Court Permanently Removed approximately 1,650 records in 2010 and 1,450 records in 2011.**

**5. What is the Service Activity like for last 2 years at Ventura location? Number of Retrieval, Refile, Next Day Delivery/Pickup, Rush Delivery/Pickup, Destruction, Permanent Removal, etc.?**

**There were no next day or rush orders in the past two years. The Ventura location averages no more 10 retrievals and re-files a month. Ventura ships about 500 boxes a year and a like number are destroyed.**

**6. Will you accept Digital Delivery (Scan and delivery through FTP) over Physical Box Delivery?**

**As presently structured this request for proposal is for physical storage and delivery of records. Any vendor is free to propose alternative means of storage/delivery for consideration. The vendor must bear in mind that conversion/delivery costs for such proposals must be competitive with the total cost proposals of vendors offering physical storage and retrieval and will not be considered as an additional cost. Any proposal for Digital Delivery must comply with the provisions of Government Code § 68150 and California Rules of Court, Rule 10.1028(a).**

**7. Do you retrieve at File level or Box level?**

**All record retrieval is at the box level at this time. The Court does not anticipate a need for record level retrieval in the near future.**

**8. Attachment 5 indicates the boxes are 1CF size. Should this be 1.2CF?**

**Based on the Court’s current needs Vendors are requested to make their proposals based on a 1.2 CF box standard.**

**9. What is the Retention Schedule?**

**The Court of Appeal currently retains records as follows:**

 **a. Civil Records: 10 years after the decision becomes final.**

 **b. Criminal records: 20 years after the decision becomes final.**

 **(California Rules of Court, Rule 10.1028(c)).**

**Note: Under certain circumstances the Court will retain a record beyond the standard retention schedule.**

**10. In 12.0 Statement of Work: A. Record Storage- It requires boxes need to be stored in Environmentally Controlled Storage for all 25,000 boxes.**

**Could you please clarify "Environmentally Controlled Storage" means?**

An Environmentally Controlled Storage Facility, in the context of this RFP, is defined as a records storage space which provides 24hour/365 day air conditioning which controls temperature, humidity, and air exchange.

In general the standard is that this environmental control is the equivalent of that required for an office space (maximum temperature of 75° F (22° C), 60° (16° C) minimum temperature; relative humidity: 60% maximum, 30% minimum). A complete set of standards for a storage facility designed to store permanent paper records may be found in 36 CFR § 1234 (Facility Standards for Records) and National Information Standards Organization Publication TR01-1995 (Environmental Guidelines for Storage of Paper Records). You may also refer to ANSI/ASHRAE Standard 55 and ASHRAE Standard 62.

Response 10/5/2012

Please see the following responses to your questions. I hope that this will assist you in your efforts.

Question/Answer# 1:

I have asked the Permanent Removal Fee and Retrieval Fee in Cubic Feet but I have received them in Per Box UOM.  Could you please advise what the fees are in Cubic Feet?

Based on the 24,000 box estimate, total current storage is 28,800 Cubic Feet.  The permanent removal cost is $6.00 per cubic foot. As previously noted in our prior response, total estimated liability for permanent removal is $176,160. Because our current plan is based on a separate box retrieval and permanent removal fee, our cost calculations are based on per box costs.

Question/Answer# 10:

Is your incumbent vendor (Iron Mountain) currently storing all 25,000 boxes in Environmentally Controlled Storage (24hour/365day air conditioning which controls temperature, humidity, and air exchange)?

Our current agreement with Iron Mountain is for environmentally controlled storage for Court paper records and other media. To the best of our knowledge, Iron Mountain is in compliance with those requirements.

COURT OF APPEAL, SECOND APPELLATE DISTRICT

RFP 2COA2D-1-2012

RESPONSE TO QUESTIONS-FILE KEEPERS, LLC

Question 1: The email containing the link to the proposal documents states that questions must be received prior to October 21st, however inside the RFP it states that the Proposer Q&A period is from September 18th thru 26th.

There was some confusion as to final dates as the RFP was being routed for publication. The Court issued an Addendum to the RFP on October 9, 2012 which updated the question deadline to October 12, 2012.

Question 2: Inside the RFP, it states that there is/was a Pre-Proposal Teleconference on October 12th. We responded immediately with our intent to bid, however we received no notification with dial in information to this teleconference. Was it cancelled and/or rescheduled?

Because of difficulties in accessing the Document Storage mailbox the October 9, 2012 Addendum rescheduled the Pre-Proposal Teleconference to October 26, 2012 at 10:00 a.m. (PT) in order to allow prospective Vendors adequate time to ask any desired questions. The Call-in Number is: 866-394-9514 Pass
Code 6950561. If you still desire to participate in the conference, please RSVP by October 24, 2012 at doctor.rfp@jud.ca.gov.

Question 3: There seems to be a missing attachment. They are numbered 1, 2, and 3,5,7,8. Was number 4 not posted to the website in error, or was it intentionally removed?

There is no Court provided template for Attachment 4. As discussed in Section 6.0a. (pg. 10), the Technical Proposal is to be prepared by the Vendor based on requirements of Sections 5.2, 5.3 and 5.4. As specified in Section 6.1 the format of this attachment is left to the Vendor, so long as it addresses the details of the technical requirements.

COURT OF APPEAL, SECOND APPELLATE DISTRICT

RFP 2COA2D-1-2012

RESPONSE TO QUESTIONS-STORETRIEVE, LLC

Question 1: ***5.5 Cost Proposal***

***E. The prices paid by the Court of Appeal to Proposer shall be at least as low as those fees charged by Proposer to its other customers in local and state governments that are receiving substantially comparable products at substantially comparable volumes over a similar period of time to the products provided to the Buyer.***

***Proposer shall (a) give the Buyer immediate notice of any such lower pricing, and (b) offer to the Buyer an immediate adjustment to the terms of this Master Pricing Agreement to reflect such lower pricing. At least once each year during the Term, upon the Buyer’s request, Proposer shall certify to the Buyer that this obligation has not been contradicted by any transaction entered into by Proposer since the later of the (1) Effective Date and (2) date of the most recent certification provided by Proposer pursuant to this obligation.***

Question: Can the language be simplified? A direct, no nonsense approach will leave less gaps for what is trying to be said.

**Example:** The Proposer certifies that the prices offered are no higher than the lowest price the Proposer charges other buyers for similar storage and services under similar conditions. The Proposer further agrees that any reductions in the price of storage or services covered by this proposal and occurring after awarded will apply immediately. The Proposer shall promptly notify the Court of Appeal of such price reductions.

The formulation of the RFP’s language is based on a need to meet both clarity in the communication of the Court’s needs and the constraints imposed by our legal and contracting department. That being said, a Vendor’s Response may address the requirement stated in any manner determined by the Vendor to best present their position on that requirement.

Question 2: ***12.0 Statement of Work***

***B. Record Pick-up and Delivery***

***District’s regular business hours of 9:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays to and from both court locations.***

***The Proposer should expect the drop off and pickup of a range of 25 to 50 boxes per week from the Los Angeles location and pickups from the Ventura location as requested. Orders for delivery placed before 3:00 p.m. will be delivered by the next business day. Orders for rush delivery placed before 1:00 p.m. will be delivered within 4 hours. Orders for pickup of new or refile boxes and/or files will be picked up within 2 business days.***

Question: Can deliveries be made to the court after 4:30pm? (4hrs after 1pm rush order is up-to 5pm.)

Because of building security issues, deliveries to the Court after 4:30 p.m. may be made only when required by the Court.

Question 3: ***12.0 Statement of Work***

***C. Transition Services***

***At the commencement of the contract, the Proposer must assume full responsibility for the transfer of all of the Second District’s records stored with Iron Mountain. The responsibility of the transfer of our records includes using existing/new barcodes, data entry, and safe records management procedures for the boxes to be stored at the Proposer’s facility or facilities at the beginning of the contract period. The Proposer should include in its response the process for acquiring the client’s boxes from Iron Mountain and a time line for the process. Any costs related to this requirement and the responsibility /liability for payment of permanent removal charges must be clearly identified in the Proposer response. The Proposer should also clearly specify any terms and conditions (such as incremental release from repayment of removal charges after specified periods of storage) related to transition services provided.***

Question: What is the estimated total retrieval/permanent removal fee from current vendor? Please itemize for both retrieval and permanent removal. (prices per/cubic foot if possible.)

Based on the current estimate of 24,000 boxes, total current storage is 28,800 Cubic Feet. At the current level of storage box retrieval cost is estimated at $2.31 per cubic foot. Permanent removal cost is estimated at $3.81 per cubic foot. Total retrieval/removal cost is estimated at $6.12 per cubic foot. Total estimated retrieval/removal cost is estimated to be $176,256.00. Because our current plan is based on a separate box retrieval and permanent removal fee, our cost calculations are based on per box costs. (Our current pricing is based on using a 1.2 CF box).

Question 4: ***12.0 Statement of Work***

***C. Transition Services***

***The new Proposer will replace boxes damaged during transfer from the Second District’s current Provider to the new Proposer’s facilities. Should such damage occur, the new Proposer shall furnish a report to the Second District detailing which boxes were damaged and replaced.***

Question: Who is financially responsible for replacing damaged boxes?

Unless otherwise agreed upon by the parties, the cost of replacing boxes damaged during transition is to be borne by the Vendor.

Question 5: ***12.0 Statement of Work***

***H. Secure Storage and Facility Standards***

***Proposer shall provide an environmentally controlled (at minimum, an average office environment temperature and humidity) storage area. The climate control equipment shall not be turned off or thermostat settings adjusted during nights, weekends and holiday. The Proposer must have a back-up power system in all facilities.***

Questions:

1. Please specify what is considered to be acceptable average temperature and humidity ranges?

An Environmentally Controlled Storage Facility, in the context of this RFP, is defined as a records storage space which provides 24hour/365 day air conditioning which controls temperature, humidity, and air exchange. In general the standard is that this environmental control is the equivalent of that required for an office space (maximum temperature of 75° F (22° C), 60° (16° C) minimum temperature; relative humidity: 60% maximum, 30% minimum).

A complete set of standards for a storage facility designed to store permanent paper records may be found in 36 CFR § 1234 (Facility Standards for Records)and National Information Standards Organization Publication TR01-1995 (Environmental Guidelines for Storage of Paper Records). You may also refer to ANSI/ASHRAE Standard 55 and ASHRAE Standard 62.

1. Your records are currently not being stored in a climate controlled environment. Is this a new requirement for this RFP?

Our current agreement with Iron Mountain is for environmentally controlled storage for Court paper records and other media. To the best of our knowledge, Iron Mountain is in compliance with those requirements. The requirement for the “permanent storage” of public records is not a “new” requirement. The need to ensure the durability and legibility of Court records which are subject to long-term retention requirements has been identified in record storage standards for at least the last quarter century. The standards specified in this RFP are the same as the standards for other California agencies.

Question 6: ***12.0 Statement of Work***

***H. Secure Storage and Facility Standards***

***The Proposer is responsible for recovery from any catastrophic occurrences, including***

***but not limited to fire, damage or theft, as well as any associated costs. The Proposer must carry the appropriate insurance and provide proof thereof.***

Questions:

1. How do these requirements relate to the insurance specifications listed in Section D: Insurance Obligations of Proposer? Please provide per/incident requirements for catastrophic occurrences.

The proposal requires the Vendor to provide a disaster recovery plan and also to indemnify the Court for claims arising out of certain specified occurrences as set forth in Section C. The insurance requirements set forth in Section D. are the minimum acceptable levels of insurance coverage necessary to adequately protect the Court from claims arising from the loss or theft of the documents entrusted to the Vendor’s care. Section D. sets forth the maximum level of coverage required per incident or as aggregate coverage requirement in each category of coverage.

1. Why is the court requesting insurance coverage that goes beyond current industry standards and current vendor coverage?

The Court’s coverage requirements are based on the Judiciary’s current assessment of possible liability to the Courts from the inadvertent destruction or unauthorized disclosure of Court Records. The coverage standards also include the Court’s best estimate of the disaster recovery costs of creating duplicate records after the catastrophic destruction of records on the Court’s mandatory retention list. The Court has no industry-wide data on current industry or vendor insurance coverage levels. All Vendors may demonstrate in their proposals that the Court’s disaster recovery/indemnification requirements can be accommodated within their current coverage.

1. If this type of insurance coverage is mandatory as stated in the RFP for catastrophic occurrences, is the Second District Court of Appeal willing to pay for such coverage?

As specified under Contracting Requirements Section D. the coverage requirements are to be at the Proposer’s own cost and expense. The Courts of Appeal generally assume liability for assets only when they are in the complete control of the Courts. The purpose of the required insurance is to preclude the Court’s assumption of liability for losses which occur to records not in the physical possession of the Court. This requirement is a generally accepted part of custodial agreements.

Note:

This requirement is highly unusual and not within industry standards for storage of Records off-site. If this is a mandatory requirement and the 2nd District Court of Appeal is not willing to pay for such coverage, then we suggest that the Court of Appeal store their own records on-site. This requirement is not offered by the State of California’s own State Record Center.

The court reviewed past and present RFPs for Record Storage by Judicial Administration and Civil Government Agencies and within the governmental sphere, the insurance, disaster recovery and indemnification requirements are a standard for these organizations. The indemnification and disaster recovery requirements imposed on the State Record Center are a matter of statute and as this RFP does not contemplate the use of the State Record Center adequate protection requirements for that entity are not being considered in the evaluation of this proposal.