

BOARD OF SUPERVISORS AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors

105 E. Anapamu Street, Suite 407 Santa Barbara, CA 93101 (805) 568-2240

Department Name: Social Services

Department No.: 044
For Agenda Of: 4/5/16

Placement: Administrative

Estimated Time:

Continued Item: N_O

If Yes, date from:

Vote Required: Majority

TO: Board of Supervisors

FROM: Department Daniel Nielson, Social Services Director

Director(s) (805) 346-7101

Contact Info: Laura Mejia, Administrative Services Operations Manager

(805) 346-7609

SUBJECT: Second Amendment to Agreement with Bit California LLC dba Document

Fulfillment Services to provide CalWORK's Information Network (CalWIN)

System Printing and Mailing Services

County Counsel Concurrence

Auditor-Controller Concurrence

As to form: Yes As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

- a) Approve and authorize the Chair to execute the Second Amendment to the Agreement for Services of Independent Contractor with Bit California LLC dba Document Fulfillment Services to provide CalWORK's Information Network (CalWIN) System Printing and Mailing Services for the period of July 1, 2016 through February 28, 2017, for a contract amount not to exceed \$475,000.00 for FY 16-17, and a total contract amount not to exceed of \$1,527,000.00 (=\$1,052,000.00 + \$475,000); and
- b) Approve and authorize the Santa Barbara County Department of Social Services' (DSS) request to partner with the participating CalWIN Consortium counties in Sacramento County Department of Human Assistance's competitive procurement process for the purpose to award a new contract for CalWIN system Printing and Mailing Services; and
- c) Determine that the approval and execution of the Second Amendment to the Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), finding that the approval and execution of the Second Amendment to the Agreement is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with

certainty that there is no possibility that the activity may have a significant effect on the environment, the activities are not subject to CEQA.

Summary Text:

This item is on the agenda in order to approve the Second Amendment to the Agreement for Services of Independent Contractor with Bit California LLC dba Document Fulfillment Services (DFS) and to approve DSS' request to partner with the participating CalWIN Consortium counties in Sacramento County Department of Human Assistance's (DHA) competitive procurement process. On January 19, 2016, the Board approved the First Amendment to the initial agreement approved on June 4, 2013. Since March 2006, CalWIN has been the primary business application utilized by the Santa Barbara County Department of Social Services and seventeen (17) additional California counties for determining public assistance eligibility, computing and issuing benefits, and tracking the provision of public social services. Within this application is functionality needed to print mandated client correspondence. The County together with a consortium of 17 counties manages the CalWIN and while it is critical that printing and mailing of correspondence must interface efficiently with CalWIN, it is the responsibility of individual counties to decide on the mechanism needed to ensure that all mandated correspondence is provided to clients in the timeframes outlined in law.

The agreement extension would align DSS with DHA, and the other CalWIN Consortium counties who have extended their Agreements to terminate February 28, 2017. The eight month extension would allow DSS to participate in DHA's upcoming Request for Proposal (RFP) process for continued CalWIN Printing and Mailing Services. If the Board does not approve DSS to participate in DHA's RFP process, the request for an extension would still be needed to be approved to allow us to complete the required RFP process.

Background:

DFS has been the printing provider for DSS since March 2006. Our agreements have been the result of RFPs conducted by DSS. The last RFP (#13-05) was released on February 6, 2013, resulting in your Board approving the Agreement with DFS on June 4, 2013, for a three year term from July 1, 2013 through June 30, 2016.

DHA, acting as lead for the CalWIN Consortium counties, also completed a competitive bid procurement (RFP 7434) giving the other seventeen counties the ability to reference DHA's RFP in order to complete their own agreements. Since then, the other CalWIN Consortium counties have partnered with DHA and extended their agreements in order to prepare for the new RFP. The counties must perform due diligence in complying with all federal, state and local laws by seeking and stimulating competition and providing an opportunity for business to bid on publicly funded contracts. Therefore, we are requesting an extension of the Contract with DFS while DSS partners with DHA and the other participating counties in preparation for an RFP. The CalWIN Print and Mail Correspondence RFP and resulting contract award is a complex project. DSS as part of the CalWIN Consortium will need to review the specification and evaluation criteria and may request to be part of the evaluation team. DHA will post the RFP electronically which may attract more interested bidders. Consequently, there is potential for receiving a high number of bids. Some of these bids are likely to be from other states and other counties within California.

The key advantage of partnering with participating CalWIN Consortium counties in DHA's competitive procurement process is the economy of scale that will be realized as a result of the competitive pricing

schedule issued by the vendor. An increase in the amount of images produced by the vendor leads directly to a decrease in the cost per image to the County.

Performance Measure:

The vendor has consistently met and exceeded performance measures set forth in the existing contract.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

Funding Sources	Current Total Contract Cost FY 13/14-15/16	<u>Total Increase</u> <u>Cost</u> 15/16 - 2/28/17	Total Amended Contract Cost
General Fund	64,487.60	29,117.50	\$ 93,605.10
State	431,425.20	194,797.50	\$ 626,222.70
Federal	556,087.20	251,085.00	\$ 807,172.20
Fees			
Other:			
Total	\$ 1,052,000.00	\$ 475,000.00	\$ 1,527,000.00

Narrative:

Approval and execution of this Amendment will result in an increase of \$475,000.00 for a total cost not to exceed \$1,527,000.00, for the term of the Agreement from FY 13/14 through February 28, 2017. Appropriations and funding for an annualized amount for 16/17 was included in our recommended budget. Funding for this contract is a composite of Federal, State, and county matching funds across various programs, based on the following ratios: Federal 52.86%, State 41.01%, and County 6.13%.

The contract includes a clause that allows the County to reduce the contracted "not-to-exceed" amount if revenues are not realized at the Department's anticipated level.

Key Contract Risks:

The risk assessment worksheet has been completed. DSS has had a positive and productive relationship with DFS since 2006 and is confident of DFS' abilities to continue providing services through February 28, 2017.

Staffing Impacts:

<u>Legal Positions:</u>

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Special Instructions:

Please send one (1) duplicate original First Amendment to the Agreement and a copy of the Minute Order to:

Department of Social Services

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Contracts Unit Attn: Tricia Beebe 2125 S. Centerpointe Parkway, 3rd floor Santa Maria, CA 93455

Attachments:

Second Amendment - DFS - CalWIN Print

Authored by:

Laura Mejia, Administrative Services Operations Manager Tricia Beebe, Contracts Coordinator