

Responses to questions submitted by March 31, 2017 deadline (RFSQ §2.5)

- 1) Question: Does a responsive submittal need to demonstrate how the firm/team can address all needs across a topic area, as specified by the sub-bullets, or may consultants submit qualifications for selected elements of a given topic area?

Answer: Vendors may submit qualifications for selected elements of a given topic area. Responses must demonstrate sufficient expertise in each service category under which the vendor wishes to qualify. Pursuant to section 2.6.1 of the Request for Statement of Qualifications (RFSQ): Vendor's Qualifications, the vendor must provide a summary of relevant background information to demonstrate that the vendor meets the minimum qualifications for each service category in which the Vendor is seeking to qualify.

- 2) Question: If a firm is responding to more than one topic area, must it submit multiple SOQs, or will one combined submittal suffice?

Answer: A combined submittal may include a statement of qualifications for multiple topics as long as the Vendor clearly delineates their qualifications for each service category in which they are seeking to qualify. Pursuant to section 2.6.1 of the RFSQ: Vendor's Qualifications, the vendor must provide a summary of relevant background information to demonstrate that the vendor meets the minimum qualifications for each service category in which the Vendor is seeking to qualify.

- 3) Can firms bid for certain tasks within the categories, or must firms bid for entire categories?

Answer: Proposers need not demonstrate expertise in all of the professional specializations noted in Section 1.1 - Scope of Work in order to qualify for the Master Agreement in each service category for which the proposer is seeking to qualify. Vendors must show that they meet the minimum qualifications in each service category in which they are seeking to qualify, pursuant to section 2.6.1 of the RFSQ. Pursuant to section 1.4: Vendor's Minimum Qualifications, work will be assigned through competitive bidding on Work Orders. Each Work Order request will describe the specialized expertise required for the particular project, and each vendor that has entered into the Master Agreement will be eligible to bid on any Work Order.

- 4) Do you advise that we form joint-firm teams and/or include sub-consultants to ensure that we have the expertise to cover all task categories? If so, is it imperative that we include all forms and related material for each proposed sub-consultant?

Answer: Vendors may seek to meet the minimum qualifications in each service category in the way that they believe is most responsive to the RFSQ. If sub-consultants will be used, each proposed sub-consultant should be identified in the response and as much information as possible pertaining to each sub-consultant should be provided.

- 5) If selected during the initial bid process, would vendors need to compete for each project during the duration of the Master Agreement?

Answer: Yes. Pursuant to section 2.6.1: Vendor's Qualifications, vendors must provide a summary of relevant background information to demonstrate that the vendor meets the minimum qualifications for each service category in which the vendor is seeking to qualify. Pursuant to section 1.7: Master Agreement Process, the objective of the RFSQ process is to secure one or more qualified contractors to provide Economic Development Services. Specific tasks, deliverables, etc. will be determined at the time the Chief Executive Office (CEO) requests Work Order bids. Upon the CEO's execution of Master Agreements, the qualified vendors will become County Contractors, and thereafter they will from time to time be solicited under competitive conditions to provide as needed Economic Development Services under Work Orders to be issued by County. Responses to Work Orders will then be evaluated and projects will be awarded to the most qualified bidder. Each Work Order will include a Statement of Work detailing the particular project and the work required for the project. The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. Only qualified Contractors will be contacted to bid on Work Orders.

- 6) Appendix H, paragraph 8.26, page 30. The "Most Favored Public Entity" clause states: "If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement 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 Master Agreement, then such lower prices shall be immediately extended to the County." It may be extremely challenging for vendors who have large, volume-based agreements with the State of California to comply with this clause, as they would be required to offer the same prices to the County for this RFSQ - but without any guarantee of sales and thus without the same economies of scale they achieve with the State. Can the clause be limited to services in the County, such that the County gets the best price for services to it via this Agreement? If not, can the County provide guidance on how bidders that might also provide services to the State would be able to comply with the clause?

Answer: Appendix H, paragraph 8.26, page 30 states: " If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement 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 Master Agreement, then such lower prices shall be immediately extended to the County" (underline added). The question asks whether this paragraph requires a Contractor to extend to the County the Contractor's prices for "large, volume-based agreements with the State." This RFSQ is for economic development consulting services, which will be contracted on a project-by-project basis in connection with competitive Work Order solicitations. Therefore, it is not likely that the same services are provided in "large, volume-based agreements."

- 7) Appendix H, general question. Can Contractors provide supplemental or limited terms and conditions in their proposal responses for the County's review, in a specifically marked section, provided that they do not conflict with the mandatory terms and conditions of the RFSQ?

Answer: The County will not consider supplemental or alternative terms and conditions submitted in responses to this RFSQ. The goal of the RFSQ is to develop a pool of Contractors who will be subject to the same terms under the Master Agreement and will be eligible to bid on Work Orders at a later time, as specific projects arise.

- 8) Appendix H, paragraph 8.22, page 24. Indemnification here relates to anything "arising from and/or relating to this Master Agreement." Would the County consider limiting indemnification to the negligence of the Contractor, as is commercially standard? Would the County also consider including a provision disclaiming indirect and special damages, as is commercially standard?

Answer: The indemnification language will remain as put forth in Appendix H. Indemnification terms are not negotiable. The goal of the RFSQ is to develop a pool of Contractors who will all be subject to the same terms under the Master Agreement and will be eligible to bid on Work Orders at a later time, on a case by case basis.

- 9) Appendix H, paragraph 8.23 page 24. Section 8.23.1 provides that "The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time." Insurance policies are confidential internal documents and are not generally shared with third parties by commercial companies. Would the County consider revising this to the following: "The County reserves the right to obtain written certification from any Contractor and/or Sub-Contractor of compliance with any insurance requirement at any time."

Answer: The County will not consider supplemental or alternative terms and conditions submitted in responses to this RFSQ. The goal of the RFSQ is to develop a pool of Contractors who will all be subject to the same terms under the Master Agreement and will be eligible to bid on Work Orders at a later time, as specific projects arise.

10) Appendix H, paragraph 8.35 page 33. Section 8.35.1 automatically makes any record that the County has access to “the exclusive property of the County” and also “a matter of public record.” The County may have access to extremely sensitive documents of the Contractor during an audit, and the County should not automatically be granted ownership of such documents, nor should they automatically be considered public records. Further, this section seems to conflict with Section 9.3.4, in which the County agrees to protect the proprietary information of Contractors. Would the County consider revising Section 8.35.1 to provide for the County to obtain copies of, rather than take ownership of, Contractor documents, with those documents to be kept in confidence by the County pursuant to Section 9.3.4? And/or would the County consider revising Section 8.35.1 generally to be in harmony with Section 9.3.4?

Answer: The County will not consider supplemental or alternative terms and conditions submitted in response to this RFSQ. As paragraph 8.35.1 states, the California Public Records Act exempts certain documents from disclosure, including records properly marked "trade secret," "confidential," or "proprietary."

11) Appendix H, paragraph 8.36 page 34. Would the County consider adding reciprocal language in 8.36 providing for Contractors to have some of the same rights with respect to any press or public releases (requirements on the County pursuant to contract awards and public records being excepted?)

Answer: The County will not consider supplemental or alternative terms and conditions submitted in responses to this RFSQ. The goal of the RFSQ is to develop a pool of Contractors who will all be subject to the same terms under the Master Agreement and will be eligible to bid on Work Orders at a later time, as specific projects arise.