

Responses to RFP Questions (December 23, 2015):

1. Please confirm the proposal due date is January 15, 2016 (not January 16, 2016).
  - a. Proposals are due no later than 2:00 PM (PST) on Friday, January 15, 2016.
2. Will the successful consultant for this contract to develop this real estate management plan also be eligible to submit for the Implementation contract planned for the future?
  - a. Yes, if the Districts determine there is a need for consultant resources to implement the real estate management plan, the successful consultant for this contract would be eligible to submit for the implementation contract.
3. What is the contract term or timeframe within which the Districts anticipate the contract to be completed?
  - a. The maximum contract term is anticipated to be less than 2 years. No minimum term has been identified.
4. Is there a budget for this contract?
  - a. The contract budget is anticipated to be less than \$100,000.
5. Please confirm that the Cost Proposal submission requires only billing rates as described in the RFP on p.6 of 10?
  - a. Yes, the cost information should only contain the hourly rates of the consultant and sub-consultant team members included in the proposal. This information should be submitted in a separately sealed envelope.
6. There is no Price Proposal form required?
  - a. There is no price proposal required, only the hourly rate information.
7. Could a list of registered proposers or plan holders be made available?
  - a. No, the District is not requiring proposers to register.
8. Do proposers need to register as vendors prior to submitting proposal?
  - a. No, vendor registration is not required by Regional San. In the event we award a contract, an internal vendor number would be assigned to the successful consultant, for payment purposes.
9. Has the GIS referenced in Attachment 3 Draft Chapter 5 – Right-of-Way Acquisitions Manual p. 10 sec. 5.3.8, (the SRCSD Real Property GIS Database System) been created?
  - a. No, a formal database has not been created, but there is some level of real estate information in the current GIS system.
10. If the GIS referenced in Attachment 3 Draft Chapter 5 – Right-of-Way Acquisitions Manual p. 10 sec. 5.3.8, (the SRCSD Real Property GIS Database System) has been created, which District/entity hosts system?
  - a. The GIS referenced in Attachment 3 Draft Chapter 5 – Right-of-Way Acquisitions Manual p. 10 sec. 5.3.8 has not been created.
11. If the GIS referenced in Attachment 3 Draft Chapter 5 – Right-of-Way Acquisitions Manual p. 10 sec. 5.3.8, (the SRCSD Real Property GIS Database System) has not been created, what kind of real estate inventory system currently exists and who hosts it?

- a. The Districts’ GIS sections have populated GIS layers with only the readily available real estate documentation. This information only represents a portion of the real estate assets owned by the Districts. Various spreadsheets and other data sources have been created that capture other portions of the real estate assets, but there is no single database with a comprehensive inventory of the Districts’ assets. The GIS information for existing real estate assets currently shown in GIS is hosted by each District separately.
12. Could the Districts provide access to the GIS database to in order to give us a better sense of available info and organization of real estate assets? If not, could you provide more information on what type of information is currently available such as parcel size, pump stations, manholes and main lines, other improvements to the parcel, environmental conditions, legal jurisdictions, easements etc.?
  - a. The Districts will not provide access to the GIS database. Property characteristics (parcel size, assessor information, address, APN, etc.) can be viewed in the GIS viewer, as well as facility information (manhole and pipeline location, size, depth, alignment, etc.), aerial photography, some easements (sewer and others), zoning information, local fee district information, local billing information (County only), and political and service district boundaries.
13. What format is the information in? Is it digital, i.e. excel spreadsheets, scanned PDFs or TIFs of documents, or is it paper files?
  - a. The information existing in a variety of formats, much of it available in an electronic form (scanned or source file).
14. Is the agency currently using Maximo? Is the database complete, i.e. does it contain records on all the real estate owned by the agency?
  - a. Yes, both Districts are using Maximo. The database is not complete, it only contains a records for a portion of each District’s real estate assets.
15. If Maximo is used, how many users are there?
  - a. This answer to this question is unable to be provided at this time.
16. The sample contract is only with one district, Regional San. Please clarify the contract arrangement: Will there be 1 or 2 contracts? Will the consultant contract with one district as lead agency and it will provide necessary access, authority etc. with both districts? Will there be one contract signed by both districts?
  - a. There will be one contract between Regional San, SASD, and the Consultant. Regional San will serve as the lead agency with input from SASD. This planned contract structure is subject to change at the Districts sole discretion.
17. Sample Contract, Section 9 Status of Consultant, Paragraph A. The last sentence reads:

“....and as an independent contractor, CONSULTANT hereby indemnifies and holds REGIONAL SAN harmless from **any and all claims that may be made against REGIONAL SAN based upon any contention by any third party** that an employer-employee relationship exists by reason of this Agreement.”

Could this indemnity be limited to claims from the consultant and its subconsultants and not to “any third party”?

- a. Pursuant to pg. 6, #10 of the RFP document, please provide a response concerning your firm’s exceptions to the contract terms. Questions concerning terms and conditions of the contract will be addressed with the consultant the Districts enter into negotiations with.

18. Sample Contract, Section 9 Status of Consultant, Paragraph E. Does this provision apply to Consultants with 5 or more employees? If so, how are federal taxes withheld for and entity? How is the money handled?

- a. Yes, Article 9, Section E is applicable to consultants with five or more employees. Questions concerning how money is handled can be addressed directly by the Sacramento County Department of Finance-Auditor Controller’s office at 916-874-7422.

19. Sample Contract, Section 9 Status of Consultant, Paragraph F. Does this provision apply to Out of State LLCs who are in Good standing to transact business in California as provided in 9. F (3)?

- a. If a consultant is registered to do business in the State of California - verifiable through the California Secretary of State website; pursuant to Article 9, Section F, the consultant would be exempt from this requirement.

20. Sample Contract, Section 15 Indemnification, Paragraph B section 3 reads:

“Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, **to any third party.**”

Could this indemnification exclude claims from negligible acts of “any third party”?

- a. Pursuant to pg. 6, #10 of the RFP document, please provide a response concerning your firm’s exceptions to the contract terms. Questions concerning terms and conditions of the contract will be addressed with the consultant the Districts enter into negotiations with.