

**INTELLIGENCE ANALYST SERVICES FOR JOINT REGIONAL INTELLIGENCE CENTER  
RFP NUMBER 595-SH**

**BULLETIN NUMBER 3 - ATTACHMENT 1  
QUESTIONS AND ANSWERS**

1. Question: Can there be a joint submission of two firms in order to meet the Minimum Mandatory Qualifications?

Answer: No. The one award will be with an individual organization that can provide the Services and meets the Mandatory Minimum Qualifications. Please note that if the organization desires to subcontract the subcontractors cannot be used to meet the Minimum Mandatory Qualifications.
2. Question: Are sub-contractors allowed to be part of the new Contract?

Answer: Refer to sub-paragraph 8.40 (Subcontracting) of Appendix C (Sample Contract) of the RFP.
3. Question: Regarding Paragraph 7.1 of Appendix A – Statement of Work: “In cases of emergency, the Contractor Project Manager shall be accessible by conventional and cellular telephone.” – Is 24 hours per day, 7 days per week cellular telephone access sufficient to meet this requirement?

Answer: Yes
4. Question: Has the County considered the impact of grant funding being lost due to the current political environment?

Answer: Yes. Refer to sub-paragraph 1.5 of the RFP and sub-paragraph 2.1.4 and 2.1.5 of Appendix A (Statement of Work), of the RFP.
5. Question: Regarding Paragraph 5.1.3 of Appendix A – Statement of Work: “The Intelligence Analysts shall develop and implement training for State and local public safety personnel. The training must include California POST-Certified (Peace Officer Standards and Training) courses.” – Can you please clarify the requirement and frequency of POST-Certified training courses?

Answer: The Intelligence Analysts shall assist (as needed) with the development and implementation of training for State and local public safety personnel. The training may include California POST-Certified (Peace Officer Standards and Training) courses. The frequency of these training events will be determined by JRIC’s training unit and is subject to allocated grant funding and regional availability.
6. Question: If the proposal is hand delivered, will there be a receipt confirmation given?

Answer: Yes

7. (a)

Question: I am interested to know what system/database (name of system, vendor, and age of system) will be used to input the data gathered by the analyst.

Answer: Not available – This information is not part of this solicitation.

(b)

Question: What are the plans to upgrade that system and how will those modifications be completed?

Answer: Not available – This information is not part of this solicitation.

(c)

Question: Will there be some sort of modification done to handle the extra analysis data?

Answer: Not available – This information is not part of this solicitation.

8. Question: Can existing employees (contractors) be proposed for the new Contract? If their Contract is set to expire soon and they work at the JRIC, can we propose them in the new Contract or is that conflict of interest?

Answer: Refer to sub-paragraph 1.4 of the RFP and as described throughout Appendix A (Statement of Work) of the RFP.

**Reference sections for Question 9 and 10**

- RFP page 3, Section 2.2.3 – The Contractor’s rates shall remain firm and fixed for the term of the Contract.
- SOW Page 2, Section 3.7, In the event of a personnel vacancy (either planned or unplanned), Contractor shall provide a replacement within thirty (30) calendar days, or as approved by the County Project Manager
- Exhibit 11 of Appendix D, Proposer shall complete this Exhibit 11 (Price Sheet) and provide a firm, fixed all-inclusive cost (including but not limited to salary, benefits, and administrative costs) for each Intelligence Analyst item identified below, for each year of the Contract, including Option Term years

9. Question: It is our assumption that no reductions to the firm fixed price (or amounts invoiced) will be applied if there is a gap in performance due to leave of absence, personnel vacancy, etc. If the County does intend reductions, what is the threshold after which a reduction in rate of in the invoice amount would be required by the County?

Answer: The intent of “firm and fixed” is that rates cannot be increased or decreased during the term of the Contract.

Contractors shall not be paid for Services not performed at any time during the Term of the Contract.

10. Question: Since SOW section 3.7 offers 30 days to provide a replacement, is it correct that no change to invoiced amounts or rates would apply in any circumstance of 30 days or less?

Answer: Sub-paragraph 3.7 of Appendix A (SOW) outlines the requirements for replacement personnel, upon vacancy, and County's intent to fill behind said vacancy.

Contractor shall only invoice County for Services performed. The intent of Subparagraph 3.7 of Appendix A (Statement of Work), of the RFP is only to outline the County's requirement for a thirty (30) calendar day replacement, in the event of a personnel vacancy, or as approved by County, at County's sole discretion.

**Reference sections for Question 11 and 12**

- Appendix C, Sample Contract Page 11, Section 7.2 (and subparagraphs): The Contractor's Project Manager:
- 7.2.1 The Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.2.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Manager on a regular basis.
- 7.2.3 The Contractor's Project Manager shall be a full time Project Manager and shall not hold the title of any Intelligence Analyst and Project Manager concurrently.

11. Question: Regarding Subparagraph 7.2.2 of Appendix C (Sample Contract) of the RFP it is our understanding that since the Project Manager will not be one of the bid Intelligence Analysts, the Project Manager will not work on-site at the JRIC due to space limitations and the sensitive nature of the work performed there, but will be present at the JRIC as needed to meet the meeting, coordination, and supervisory requirements of subparagraph 7.2.2. If this is not a correct assumption, please clarify the County's expectation regarding the work location of the Project Manager.

Answer: Your assumption is correct. The Contractor Project Manager cannot hold the title of one the bid Intelligence Analysts on Exhibit 11 (Price Sheet) in Appendix D (Required Forms) of the RFP. Contractor's Project Manager shall be an independent item and all cost related to this item is at the Contractor's sole expense.

Additionally, Contractor's Project Manager is not required to work on-site, nevertheless, Contractor's Project Manager is required to be in compliance with the responsibilities of sub-paragraph 7.2 (Contractor's

Project Manager) of Appendix C (Sample Contract) of the RFP, as required by County.

12. Question: Regarding Subparagraph 7.2.3, it is our understanding from this section, and by virtue of the fact that the Project Manager does not appear on the Required Forms-Exhibit 11 Price Sheet, that the Project Manager is not dedicated full time to the JRIC Project. If this is not a correct assumption, please clarify the County's expectation for the level of effort of the Project Manager.

Answer: See response to question 11. Contractor's Project Manager is required to be in compliance with responsibilities of sub-paragraph 7.2 (Contractor's Project Manager) of Appendix C (Sample Contract) of the RFP, as required by County and based on the needs of the County.

13. Question: RFP Page 6, Section 5.1.1 Public Records Act – May past performance references, resumes, and pricing or rates information, financial stability, organization chart, proposers hiring process, discipline policy, termination policy, list of terminated contracts, pending litigation and Judgements - be accepted as confidential or proprietary in regard to this clause? A full understanding of the disclosure potential for these items is needed.

Answer: Refer to RFP sub-paragraph 5.1 (Notice to Proposers Concerning the Public Records Act). Responses to this solicitation shall become the exclusive property of the County, and, absent extraordinary circumstances, will become a matter of public record and shall be disclosable under the California Public Records Act. Exceptions to disclosures are those parts or portions or proposals that are justifiably defined as business or trade secrets and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary." Proposers shall seek independent legal advice if there is a question as to whether any information or document provided in its proposal constitutes a business or trade secret and may be labeled as such.

14. Question: RFP page 25, Section 7.9.1, – May the proposer preface the business volume with a proposal cover letter?

Answer: Yes

**Reference sections for Question 15**

- RFP page 29, section 7.9.7.2 Proposer's References ((Section B.2), 2 c). The list must include Contracts terminated or expired within the past three (3) years with a reason for termination.

15. Question: Please clarify use of the words "terminated or expired". It appears that the statement should instead say "terminated and expired" since most expired contracts are not terminated. Please advise if terminations for convenience may be omitted, limiting the list to terminations for cause or for default.

Answer: All potential proposers must list “all terminated contracts” and “all expired contracts” within the past three years. Please provide a reason for all terminated contracts on Exhibit 4 (Prospective Contractor List of Terminated Contracts) in Appendix D (Required Forms) of the RFP.