

RFQ 21-004
TECHNICAL ASSISTANCE FOR PROJECTS FOR THE REGIONAL SAFETY PROGRAM
Addendum 1

Questions/Answers:

1. Section VII, Subsection C (page 7) asks for offerors to provide “at least three (3) references on the form provided (Attachment C).” However, Attachment C is not listed in the contents any of the three Volumes outlined in Section VIII (pages 7 to 8). Where should Attachment C be included?

Include References in the Technical Volume I.

2. Section VIII (page 7) states that a cover letter should serve as a cover page for the submittal. Would MWCOG like offerors to use a divider page to separate the three Volumes?

If so, please confirm that the divider page will not count against the page limitations for each volume.

The cover letter for Volume I will be counted towards the page length of that volume.

A divider page will not be needed as the three volumes are separate documents submitted electronically in separate files. Page counts will be based on what is submitted in each file.

A separate cover page is not needed for each volume. Volume II should consist of the resumes of key personnel without a cover page. The Proposal Response Form should be used as the cover page for Volume III and will count toward the page count.

3. The RFQ includes Attachment B (Certification Regarding Debarment) on page 31. However, Attachment B is not listed in the contents for any of the three Volumes outlined in Section VIII (pages 7 to 8). Where should Attachment B be included?

In Section VIII. Volume III page 28 add –

“E. Attachment B - Debarment Form – signed”

4. Where is the signature page located?

Signature page of the Proposal Response Form is located on page 14 of the RFQ.

5. Should we include the Terms and Conditions in the proposal, or is checking that we agree to all Terms and Conditions on the Checklist sufficient?

Acknowledge acceptance of the Terms and Conditions by checking YES on the Proposal Response Form.

If there are exceptions, then check NO on the Exceptions section of the Proposal Response Form and submit the Exceptions on a single page attached to the Proposal Response Form. Exceptions taken does not mean COG will accept them.

Do not include the Terms and Condition in the response.

6. Can we include project examples within Section D. Qualifications of the Firms and Personnel? If so, is there a limit on how many we can provide?

The maximum number of project examples should be three (3) and should be limited to one (1) page in length and included at the end of Volume I.

7. As written the indemnification language in Attachment A – Standard Terms and Conditions subjects the Subrecipient (or other party) to a broad interpretation by triers of fact which could result in uninsurable claims.

The COG previously agreed to the following modifications to this language which is consistent with the parameters of the Subrecipient's insurance coverage. Would the COG be amenable to making these same revisions in any awarded agreement for this effort:

ATTACHMENT A - STANDARD TERMS AND CONDITIONS

XXI. Indemnification.

The SUBRECIPIENT, acting as an independent SUBRECIPIENT, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, ~~arising out of~~ **to the extent caused by** any act of omission or negligence of its employees or agents in connection with the performance of this work.

XXV. Confidential or Personal Data

7. The PROJECT documents shall provide that other parties working with COG on the survey, website or other data collection or storage shall indemnify COG with at least the following commitment:

The [SUBRECIPIENT or other party] shall indemnify and hold COG harmless from and shall be solely responsible, for the payment of any and all claims for loss, personal injury, death, property damage, infringement or misappropriation of any third party's intellectual property rights, violation of privacy, confidentiality or otherwise, ~~arising out of~~ **to the extent caused by** any act of omission or negligence of its employees or agents in connection with the performance of the work under this [agreement or memorandum of understanding].

Individual proposer's exceptions are unique and must be included in Volume III attached to the Proposal Response Form for possible legal review.

COG makes no promise to accept any exceptions to this solicitation until legal review of individual examples. Previous history does not mean it will be acceptable now.

We have tightened up our Terms and Conditions from past solicitations and will no longer negotiate the Terms and Condition in the contract award phase of our solicitations.

Header on the Terms and Conditions –

“NOTE: COG will not negotiate Terms and Conditions at the time of contract award. Exceptions MUST be made now. Failure to do so may disqualify the proposer now or at a later time.”

8. Volume I, Technical Response, is limited to 15 pages, and requires a Table of Contents. Does the Table of Contents count toward the 15 pages? Likewise, if Volume I includes a cover sheet, does the cover sheet count toward the 15 pages?

All required pages count toward the total.