

## Question and Answers FY 2019 Solicitation (Part 2)

Q19: The San Bernardino Sex Offender RFP also states Colton. To bid, we can have an office in one or the other, but don't need one in both, correct?

A19: That is correct only one site is needed anywhere within the catchment area.

Q20: Is the list of current prices per catchment area available?

A20: We do not release individual unit pricing.

Pursuant to the Guide to Judiciary Policy, Volume 14, Procurement, § 330.70.30 Award Notification: The Contracting Officer may provide only:

- (a) the name and address of each offeror receiving an award;
- (b) total award amount(s);
- (c) a statement that award was made without discussions, if applicable; and
- (d) a brief statement of the basis for the selection decision which addresses the selection in general terms and does not reveal another offeror's trade secrets or other proprietary information.

Q21: Can you please clarify the definition of a subcontractor with regard to the RFP. We will have a consultant agreement in place to provide certain services, for example, medication monitoring. The services will be provided at our site through this agreement, but the Psychiatrist will not be an employee of our agency. Is this considered a subcontract?

A21: Yes, your example would be a subcontractor. Subcontracting is defined below.

**Subcontracting:** Services that the vendor proposes to refer to other service providers shall be considered subcontracting. The vendor (prime contractor) may subcontract the provision of treatment services to other service providers (subcontractors). After award, any proposed subcontractor arrangements or changes to the existing subcontractor arrangements are subject to the Contracting Officer's approval, and shall be submitted in writing to the Contracting Officer at least 30 days in advance of the proposed subcontracting arrangement or change. The Contracting Officer will respond promptly with written approval or disapproval. The prime contractor shall not refer defendants/offenders to any other vendor that has not been approved by the Contracting Officer in writing. The government reserves the right to revoke approval of any subcontractor at any time that does not meet the requirements of this contract/agreement. The prime contractor is responsible to the judiciary for overall performance of the services required under this contract/agreement. If any services are subcontracted, the prime contractor shall ensure that the subcontractor is complying with the requirements of this contract/agreement, including the qualifications of any personnel providing services; the possession and maintenance of all appropriate state and local licenses in compliance with state and local regulations; and the appropriate documentation demonstrating compliance with all federal, state and local fire, safety

and health codes. The prime contractor shall ensure that subcontractors are not debarred, suspended, or ineligible to perform under federal contracts. A subcontractor has no contractual rights, known as privity of contract, against the judiciary. However, the subcontractor may have rights against the prime contractor. Upon contract termination, the contractor must, except as otherwise directed by the CO, terminate all subcontracts to the extent that they relate to performance of the work terminated.

Q22: Are there any fillable forms available for each RFP?

A22: No.

Q23: Can you provide me with the current total award amounts for each of the Sex Offender contracts in Central District?

A23: The total award amounts (by catchment area) are listed below:

Santa Barbara & Ventura Counties	\$329,316.00
San Fernando & Santa Clarita Valleys	\$337,236.00 & \$346,500.00
Antelope Valley (including Lancaster/Palmdale)	\$314,916.00
Greater LA County (excluding Antelope, San Fernando & Santa Clarita Valleys)	\$1,365,672.00 & \$1,559,448.00 & \$2,282,532.00
Orange County	\$884,688.00
Greater San Bernardino County (Excluding Victorville, Apple, Lucerne & Yucca Valleys)	\$342,912.00
South Riverside County	\$253,440.00
Victorville, and Apple, Lucerne and Yucca Valleys	\$395,040.00
Riverside/ Low Desert	\$358,242.00

Q24: I was wondering if you can guide me through which applications my business would be qualified for/ should complete.

A24: You need to review the requirements and make that decision internally within your company.

Q25: Can you let us know which services we are currently contracted for?

A25: No, your agency should know what areas and services they are currently contracted to provide.

Q26: We want to verify that we are required to complete those RFPs which we are currently contracted for.

A26: This is a new solicitation and incumbents are treated the same as new offerors.

Q27: In regards to "original signatures" our CEO is out of office until Friday of next week (07/27/2018), past due date, and we were wondering if it is okay to use his stamp signature (in blue ink) or if our CFO can sign with his approval.

A27: No, signature stamps are not allowed. Any official document requires a "wet" signature.

Q28: We are just about finished with our proposal, but we noticed that the forms we fill out do not have service addresses. I have only listed our Corporate address. We have two services addresses in one catchment area that we are submitting the proposals for. Is there an attachment we should fill out for the service addresses, or should we just provide a cover letter?

A28: The instructions in Section L indicate that in the Background Statement the offeror shall state expressly each performance site at which the offeror and any proposed subcontractors intend to provide services in response to this solicitation. Proposed sites shall be located within the solicitation's identified catchment area.