

# Questions with Regard to Chowchilla Subbasin- RFP-2017 GSP Development Services

## Questions

1. With regards to the proposed scope of work in section 3.0, is it acceptable for the proposer to propose revisions to the tasks and order of the tasks as long as all tasks are included?

Answer: YES

2. In section 4.0, number 5, the second bullet states: "Identify your approach to potential mitigation of stream flow depletion, land subsidence, water quality impairments, degradation of aquatic and riparian ecosystems." The SGMA regulations discuss sustainability with regards to six indicators and the need to avoid undesirable results, but the regulations do not use the word "mitigation." Please clarify the term "potential mitigation" as related to GSP development services.

Answer: "Potential Mitigation" is the proposed actions to mitigate undesirable results that are unavoidable.

3. Will it be possible to negotiate the language of the indemnity clause (number 5 on the last page)? The existing wording contains the following two items of concern:
  - a. it requires the contractor to "defend (with legal counsel selected by Madera County)," requires the contractor to pay legal fees and
  - b. it makes the contractor responsible "...to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of Madera County, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of Madera County or its officers, employees, volunteers or agents."

Answer: YES

4. The RFP specifies a 35 page limit. Can you clarify if resumes of key personnel can be included as an attachment to the proposal (beyond the 35 pages), or if everything other than the standard agreement terms needs to be incorporated within the 35 page limit

Answer: YES, resumes may be included as an attachment.