

Response to Roz McCarthy [roz@m4mmunited.org](mailto:roz@m4mmunited.org) inquiries from Feb 11, 2021.

**Q1. Regarding Exhibit A - Proposed Professional Services Agreement, page 17, Clause 11. Assignment. In the event the city decides to have "City personnel or other consultants retained by City" perform any of the services in this Agreement, would that budget be taken from an approved contract without redress?**

*RESPONSE: The "Assignment" section provisions reads: "Nothing in this Agreement shall be construed to limit the City's ability to have any of the services, which are the subject to this Agreement performed by City personnel or by other consultants retained by City."*

*The intent of this provision is to protect the City's concurrent authority to do some of the work outlined in the RFP and to protect the City's ability to complete any of the work where the consultant may fall short or prove ineffective.*

*Regarding concurrent authority – City personnel or other consultants by nature of their jobs do/will do/have done some of the work that happens to be described in this Agreement. For example, the Scope of Work "Social Equity Analysis" includes 1) An analysis of income and poverty levels in Coachella; 2) Arrest, conviction, and long term collateral consequences of cannabis-related legal violations by City of Coachella residents for the period between 1995 and 2015; 3) Proportion of the City population by Race/Ethnicity, etc. – City staff and consultants have done and continue to do, to at least some degree, background research, data collection, on these points. The City's intent is that the consultant work with City staff and other consultants to obtain and analyze this data and ultimately put it into a report form. We don't want all aspects of this type of work to be exclusive to the consultant hired under this particular RFP because other staff and consultants have concurrent authority to do this work.*

*Regarding consultant short falls or inability to complete parts of the scope of work – This is a "not to exceed" contract, so the consultant is compensated for work performed and is not entitled to any specific amount. The consultant will submit invoices to the City periodically for payment. The agreement can be terminated by the City upon 30 days' notice, but the City does agree to pay consultant for all services rendered as long as the work meets the City's standards.*

*The City is not agreeing to a line item budget. This is a "not to exceed" contract. The consultant will perform work and submit periodic invoices to the City for review and payment if the work meets the City's standards. The City expects consultant to work with staff who may have already or are concurrently collecting and analyzing data that may be used in this study.*

**Q2. Regarding Exhibit A - Proposed Professional Services Agreement, page 18, Clause 15. Professional Licenses. Is the City of Coachella aware of any specific licenses, permits, approvals, waivers, and exemptions necessary for this job, especially those that may require additional time to acquire for a Consultant licensed for business that is not physically located in California?**

*RESPONSE: The City is not aware of any specific professional license necessary to generate a cannabis social equity assessment report.*

**Q3. If a consultant/organization is recognized as a national nonprofit organization do you need for the entity to also be registered with the state of California as a foreign nonprofit corporation before contract execution?**

*RESPONSE: No, the Consultant would not need to register with the State of California if they are registered as a federal non-profit organization; however, they would need to apply for a City of Coachella Business License.*

**Q4. Under the Scope of Work to Be Performed section, subsection Findings and Recommendations, you are requesting the contractor to provide options on modifying and improving the City's existing Social Equity Program. Will the Contractor have access to the City's current plan to review and assess in order to offer recommendations and/or modifications?**

*RESPONSE: Yes, the City will provide consultant with all the current plan, reports and guidelines in regards its current Social Equity Program.*