

August 23, 2017

# Addendum #01

## On-Call Geotechnical Engineering Services

### Responses to RFP Questions

To All Respondents,

Please carefully review the responses below and incorporate the information as directed into your Proposal that is due to the San Mateo County Project Development Unit on **September 6, 2017 at 2:30pm**.

Respondents submitting Proposals that do not reflect the information provided below may be deemed non-responsive and not accepted by the County.

#### **ANSWERS TO RESPONDENTS' QUESTIONS**

**Questions submitted after the due date/time are not included in the responses below.**

**Question #1** – *Is it possible to post a list of the plan-holders or list of consultants to which this RFP was distributed? How many firms/consultants do you anticipate will be selected for short-list and how many will be selected for entering into contract with the County?*

**Response** – The RFP was posted on the PDU website for all interested engineering firms to review. We do not keep track of the firms who have downloaded the RFP. An one-step selection process will be made upon evaluation of all submitted proposals without shortlisting. Per Section I-A, we intend to bring under contract up to three (3) on-call firms to provide services on an as needed basis.

**Question #2** - *On page 8 of the RFP, under Section III – General Terms and Conditions, it is stated that:*

*“the firm(s) must carry the statutory limit for workers’ compensation insurance; if the firm(s) or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the firm(s) must carry professional liability insurance; and the firm(s) must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation).”*

*Is professional liability insurance also an exception to the requirement of naming the County as additional insured? Consultants cannot name additional insured on Professional Liability Insurance or Workers Compensation. Please clarify, as the Sample Agreement - Enclosure 1, later states:*



*“County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.”*

**Response – The County and its agents do not need to be named additional insureds for worker’s compensation or professional liability. Modification will be made to the language for the final agreement.**

**RFP SECTION III – GENERAL TERMS AND CONDITIONS** the Paragraph on **“Insurance”** is amended as below: Insurance. The County has certain insurance requirements that must be met. In most situations those requirements include the following: the firm(s) must carry \$2,000,000 or more in comprehensive general liability insurance; the firm(s) must carry motor vehicle liability insurance, and if travel by car is a part of the services being requested, the amount of such coverage must be at least \$1,000,000; if the firm(s) has two or more employees, the firm(s) must carry the statutory limit for workers’ compensation insurance; if the firm(s) or its employees maintain a license to perform professional services (e.g., architectural, legal, medical, psychological, etc.), the firm(s) must carry professional liability insurance; and the firm(s) must name the County and its officers, agents, employees, and servants as additional insured on any such policies (except workers compensation *and professional liability*). Depending on the nature of the work being performed, additional requirements may need to be met.

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