



RESPONSES AND CLARIFICATIONS TO  
REQUEST FOR QUALIFICATIONS NO. 197 AND 200  
May 4, 2017

Q1. Is there a page limit?

A1. No, there is no page limit.

Q2. Do you want resumes for the whole team, or just key personnel (team management)?

A2. Both the key personnel and the project team being proposed for the District.

Q3. On the resumes, you ask for dates of projects, is that mandatory?

A3. Yes

Q4. On the project examples, you ask for number of hours of service for the project. Can that just be duration (months, years, etc.)?

A4. Yes

Q5. If we are going to be a subconsultant, do we have to complete Attachments 2 – 6?

A5. No, the attachments need to be completed by the primary firm responding to the RFQ.

Q6. What information is required of subs besides personnel resumes, experience and scope of work?

A6. It is the responsibility of the primary responding firm to complete all required sections of the RFQ. Any information relating to subs needs to be completed in the appropriate section of the RFQ/Qualification.

Q7. Can our Subconsultant be in San Bernardino County (Rancho Cucamonga), or must we specifically use someone in San Bernardino or Highland to qualify (10%)?

A7. On a point scale, subconsultants in the city of San Bernardino and/or Highland will receive the maximum amount of points. Values will decrease the further out of the area the office is located.

Q8. Your RFP is asking for numbers and a list of public agencies we've done similar services for (See items 9 & 10, Page 2 of Questionnaire). We've been in business for 40 years and this is all we do, so there are hundreds. Do you need a list naming every public agency for as long as [firm] has been in business? Please clarify. Thank you.

A8. Each respondent is required to submit a list of its most relevant consulting services provided in the last five (5) years. (See Contents of the Request for Qualifications Item 3,d.)

Q9. Do you have the "Exhibit F" for Insurance referenced in the Sample Agreement, under Article 9, Insurance Requirements?

A10. Please see attached.

EXHIBIT F

**INSURANCE REQUIREMENTS**

1. INSURANCE REQUIREMENTS

## **INSURANCE REQUIREMENTS**

### **1.1 COMPLIANCE WITH LAWS, WORKERS COMPENSATION INSURANCE, HOLD DISTRICT HARMLESS**

The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including workers compensation insurance laws. The CONSULTANT understands that, as an independent contractor, CONSULTANT is not covered by any type of DISTRICT insurance, including workers compensation insurance. The CONSULTANT shall provide, through insurance policies or self- insurance, workers compensation insurance coverage for its employees who provide services hereunder. The DISTRICT understands that the CONSULTANT may use independent contractors, volunteers or others not covered by the CONSULTANT's workers compensation coverage to provide services hereunder. The CONSULTANT shall advise such persons providing services hereunder at the direction of the CONSULTANT that workers compensation insurance is not provided by the DISTRICT, and the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

### **1.2 SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS**

If the CONSULTANT is a self-employed individual, the CONSULTANT agrees to arrange, in lieu of workers compensation insurance, for insurance for or financial responsibility for any and all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that the CONSULTANT did not arrange for which may be required due to any injuries of any type that may be sustained by the CONSULTANT while performing services under this AGREEMENT. The CONSULTANT shall, prior to commencing services herein, provide the DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 1.5, below. Cancellation or lack of medical coverage for the CONSULTANT shall not relieve the CONSULTANT of CONSULTANT's financial responsibility for the cost of medical and related treatment.

### **1.3 COMPREHENSIVE GENERAL LIABILITY**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Comprehensive General Liability with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. The DISTRICT reserves the right to waive this General Liability insurance requirement and if so waived, the CONSULTANT shall hold the DISTRICT harmless from any and all claims for damages.

#### **1.4 AUTOMOBILE LIABILITY**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Automobile Liability with a limit of not less than \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident. Coverage shall include Automobile Liability for owned, hired and non-owned vehicles, for injury, damage and loss, including, but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of CONSULTANT's services herein. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

#### **1.5 PROFESSIONAL LIABILITY**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Professional Liability with a limit of not less than \$1,000,000 per occurrence, Errors and Omissions Insurance or Professional Liability. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

#### **1.6 WORKERS COMPENSATION/EMPLOYER'S LIABILITY**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy of Employer's Liability with a limit of not less than \$1,000,000. The CONSULTANT shall provide the DISTRICT a Certificate of Insurance indicating "statutory" limits. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

#### **1.7 SEXUAL ABUSE/MOLESTATION**

The CONSULTANT shall carry and maintain during the term of this AGREEMENT a policy with a limit of not less than \$1,000,000 Sexual Abuse Injury Limit of Insurance. The CONSULTANT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

#### **1.8 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES**

Any deductibles of self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its offices, officials, employees

and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### **1.9 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES**

The commercial General Liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The DISTRICT, its officers, officials, employees, consultants and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased, hired or used by the CONSULTANT.
- b. For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, consultants and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, consultants or volunteers shall be excess of the CONSULTANTS insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the DISTRICT.

#### **1.10 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES**

Not later than ten (10) calendar days after the date of execution of this AGREEMENT and, in any case, prior to commencement of any of the CONSULTANT's services herein, the CONSULTANT shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the DISTRICT Department administering the Agreement, which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without thirty (30) calendar days written notice to the Department, and CONSULTANT shall maintain such insurance from the time that the CONSULTANT commences performance of services hereunder until CONSULTANT's completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the CONSULTANT shall furnish certified copies of the policies and all endorsements.

### **1.11 ADDITIONAL NAMED INSUREDS**

All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents, consultants and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

### **1.12 WAIVER OF SUBROGATION RIGHTS**

CONSULTANT shall require the carriers of the coverages required above to waive all rights of subrogation against the DISTRICT, its officers, employees, agents, volunteers, consultants, contractors and subcontractors.

### **1.13 POLICIES PRIMARY AND NON-CONTRIBUTORY**

All policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

### **1.14 INSURANCE REVIEW**

The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types or insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types or insurance coverage or higher coverage limits shall be made by amendment to this Agreement. CONSULTANT agrees to execute any such amendment with thirty (30) calendar days of receipt.