

**REQUEST FOR INFORMATION  
FOR  
COUNTY OF SAN MATEO**

**LISTED BELOW ARE THE QUESTIONS (Q) SUBMITTED BY  
POTENTIAL PROPOSERS ON THE  
REQUEST FOR PROPOSALS FOR  
#DPW-20230814- UTILITIES - 2023 UTILITIES - ENGINEERING AND  
PROFESSIONAL SERVICES**

**THE COUNTY OF SAN MATEO DEPARTMENT OF PUBLIC WORKS  
HAS PROVIDED RESPONSES (R) TO THE QUESTIONS BELOW**

- Q1. Exhibit C - Could we get a confirmation that Appendices A-C of Exhibit C-Fema Requirements are just part of the sample contract and do not need to be submitted for this proposal?  
R1. Correct, Exhibit C is a sample contract and does not need to be submitted for this proposal.
- Q2. Do we need to include the contractor's declaration form with the proposal?  
R2. No, the contractor's declaration form does not need to be included with the proposal. It is the County's expectation for the selected on-call firms to provide forms prior to execution of agreement.
- Q3. Please clarify that you want both an electronic as well as hard copy submission by the due date of September 8, 2023.  
R3. Please refer to Section 2.3.A.3.b. Hard copy submissions should physically reach the designated address by the due date and time. Hard copy proposal submissions should go to:  
County of San Mateo Department of Public Works  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: Mark Chow
- Q4. Price proposal: "Please clarify how the County defines the "base" period of services (p.9, D.5). Is it your intention to allow an annual escalation of rates during the 36-month initial contract period (2023-24; 2024-25; 2025-26) as well as during the optional 24 month period (2026-27; 2027-28).  
R4. Yes, annual rate escalations are allowed during the 36-month initial contract period and during the option 24-month extension.
- Q5. Section B, Technical Proposal: Is the entire technical proposal (#s1-6) to be contained within three pages or just the project understanding? If just the project understanding, how long should the entire section be?  
R5. The entire technical proposal (#1-6) is 3 pages total.
- Q6. RFP section C. Supplementary Documents:  
(3) Samples, drawings, illustrations, and related items.  
(4) Attachments, certifications, and forms executed as applicable.  
  
If we're not submitting to provide engineering services, what is required for these sections? Or can we list as not applicable?  
R6. Past projects or samples of work previously completed can be included for consideration.
- Q7. If we are providing sample documents, do those need to be printed in the hard copies? Could they be submitted as a CD in the hard copies, instead of printing?

- R7. Sample documents too large to print can be submitted via CD or USB. 3 copies of the CD/USB should be provided and clearly labeled.
- Q8. Does section 6 (Supplementary documents) have an overall page limit? Or only within 6.1 minimum qualifications (5 pgs) and 6.2 organizational capacity (3 pgs)?
- R8. Section 6.1 Minimum Qualifications has a 5 page limit and Section 6.2 Organizational Capacity and Experience has a 3 page limit. Samples, drawings, illustration, and related items and attachments, certifications and forms do not have a page limit.
- Q9. Can applicable licenses and license numbers be included within staff resumes to keep information within the proposal concise and consolidated vs. including that information separately within Section 6?
- R9. Yes, licenses and license numbers can be included in staff resumes. A note should be included stating certification types are listed on staff resumes.
- Q10. Is this the first contract for on-call services? If not, which consultants were awarded the previous contracts for each category?
- R10. Previous on-call contracts are expiring in November 2023. List of firms that were awarded can be found using the link below.  
<https://sanmateocounty.legistar.com/View.ashx?M=F&ID=6728649&GUID=3BB18976-D5E0-4C8D-AEBE-B822B0DB8FEA>
- Q11. Page 9 of the RFP says "If forms and templates are provided for the Price Proposal, use them without modification." We did not see any included forms with the RFP. Can you confirm that we do not need to use forms?
- R11. Confirming no forms or templates need to be completed for the proposal.
- Q12. Per the RFP's requirement on p. 9 that Minimum Qualifications include "Work performed within last three (3) years", should the Qualifications section of proposals not include major deliverables from 2019 that are still in active use by the County? It is our request that proposers be granted the latitude to include quals from 4-5 years ago if they are still relevant to the County's current planning and design efforts.
- R12. Consultants should reference work performed within the last three (3) years involving the category's scope of work for government agencies of similar nature. This is to confirm consultants are actively and normally providing engineering and professional services. Consultants may also reference older work for consideration.
- Q13. Given that the County prefers a document with a specific naming structure per submitted category for electronic files (refer to page 10), and the technical proposal contents specify that up to 3 pages per category are allowed (refer to page 8), does the County prefer one proposal document per category or is one proposal document including multiple categories allowed?
- R13. The County would like to receive separately bound proposal document for each category. When submitting electronically, please name each proposal in the following manner: RFP#\_ProposerName\_Category#.pdf (Section 2.3.A(1) Electronic Submissions).
- Q14. Section IV insurance evidence highlighting required proof of coverage, is it permissible to include these certifications as part of Item 4 Subsection 2 Attachments, Forms, and Certification schedule (reference page 9)?
- R14. No forms are required for submitting for this RFP. It is the County's expectation for the selected on-call firms to provide these forms prior to execution of agreement.

- Q15. Under Section C(3) - Samples, Drawings, Illustrations, and related items; can the County clarify examples or provide additional details on preferences or how these examples would be scored or respond to the evaluation criteria?
- R15. Sample of work should support category's example of services. Samples should support the firms understanding of scope of work, approach to meet goal of project, proposed solution, and/or execution of project.
- Q16. Are we to submit ONE package which contains the response to multiple categories OR does each category require a separate document response?
- R16. Each category requires a separate document response.
- Q17. 1) In Sect 2.2.C.3 ("(4) Attachments, certifications, and forms executed as applicable." - We did not see a list of required forms/attachments in the RFP. Does the County have a list of required forms/attachments? If so, please provide.
- 2) In Sect 3.3 ("Provide at least three references from successfully completed projects of similar nature to that described in this solicitation...") - The RFP lists MQs and References as separate required Supplementary Documents. Can references be provided as part of past project information under MQs, or must they be provided as their own separate labeled section?
- 3) In Sect 2.2.B.4 ("If applicable or requested, include a project schedule with milestones, deliverables, dates, and a project management plan.") - Are these required for any categories? We did not see any listed in the RFP.
- 4) In Sect. 2.2 - If including tables/figures/org chart/etc that are better viewed in a larger format, is it acceptable to include larger page inserts (e.g. 11x17)?
- R17. 1) No forms need to be completed to submit a proposal under this RFP.
- 2) References can be provided as part of past project information.
- 3) No, a project schedule is not required to be submitted with a proposal under this RFP.
- 4) Yes, 11 x 17 page inserts are acceptable. Please scale plans and documents down so hard copies page inserts are not larger than 11 x 17.
- Q18. If submitting on multiple categories, can sections 2.2.A.1-4 be used as one cover for combined categories, or will they need to be created for each separate category and submitted as separate proposals?
- R18. Each category requires a separate proposal package. When submitting electronically, please name each proposal in the following manner: RFP#\_ProposerName\_Category#.pdf (Section 2.3.A(1) Electronic Submissions).
- Q 19. Would the County consider the following modifications to the sample agreement, which are consistent with the terms previously negotiated? Quotations (" ") denote added text; brackets [ ] denote removed text.
8. Hold Harmless
- a. General Hold Harmless
- Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions or every name, kind, and description **"to the extent caused by the negligence, recklessness or willful misconduct of the Contractor in" [resulting from this Agreement,]** the performance of any work or services required of Contractor under this Agreement, or

payments made pursuant to this Agreement brought for, or on account of, any of the following:  
[...]

(D) any other loss or costs, including but not limited to that caused by the concurrent **[active or]** passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely "or actively" liable by reason of its own negligence and willful misconduct.

## 10. Insurance

### a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement "**where commercially available**," extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

### c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement [...].

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, "with the exception of professional liability," 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.

R19. Details of Contract language can be discussed once firms have been selected.

Q20. NOT A QUESTION. For the above question on sample agreement edits, please note that any brackets with ellipses [...] are NOT meant to be removed. Only the two instances of specific text in brackets under Section 8. Hold Harmless. Thank you and apologies for any confusion.

R20. Acknowledged.