

**MODIFICATION OF RFP 2007-028**

**REQUEST FOR PROPOSALS**

***Sacramento Metropolitan Air Quality Management SMAQMD  
Enhanced Ozone Monitoring – Chemical Analysis for Carbonyl Compounds***

SMAQMD has received four questions from a potential bidder. Paragraph 23. Insurance, and Exhibit C, Insurance Requirements, has been modified for Questions 1 through 3 as indicated on the Modification of Exhibit C, below.

Responding to Question 4, SMAQMD will consider whether to require deductibles or self-insured retention in the insurance policy of the contractor to be reduced or eliminated as to the SMAQMD contract, or require a bond, or allow a report on the financial status of the contractor to substitute for the requirement on a case by case basis, but will not unreasonably withhold its approval of an alternative approach upon satisfactory evidence of financial stability.

Question 1. Automobile Liability: If a bidder has an auto liability limit of \$500,000 but an umbrella policy exceeding \$1 million, will that meet the \$1,000,000 per accident requirement for liability and property damage?

Question 2. Unless the contractor will actually be transporting passengers for SMAQMD, our automobile liability precludes SMAQMD being added as an additional insured. Would a variation of the language to state that this additional insured requirement applies only to such situations be acceptable?

Question 3. General Liability Our insurance carrier provides additional insured status on general liability but it is only for claims based wholly or partially on the contractor's negligence and would not cover SMAQMD for claims based wholly on SMAQMD's negligence. Would SMAQMD allow this limitation of the language?

Question 4. Deductibles and Self-Insured Retention. Reasonable retention is standard on errors and omissions policies. Would a Dun & Bradstreet or other report of financial capability satisfy SMAQMD's concerns?