COUNTY OF ALAMEDA

ADDENDUM No. 1

to

RFQ No. 902048

### for

**INMATE APPAREL, LINENS, AND HYGIENE SUPPLIES**

|  |
| --- |
| **This RFQ Addendum has been electronically issued to potential bidders via e-mail. E-mail addresses used are those in the County’s Small Local Emerging Business (SLEB) Vendor Database or from other sources. If you have registered or are certified as a SLEB, please ensure that the complete and accurate e-mail address is noted and kept updated in the SLEB Vendor Database. This RFQ Addendum will also be posted on the GSA Contracting Opportunities website located at** [**Alameda County Current Contracting Opportunities**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/)**.** |

**\*\* BIDDERS MUST USE REVISED EXHIBIT A - BID RESPONSE PACKET WHEN SUBMITTING BID RESPONSE\*\***

Alameda County is committed to reducing environmental impacts across our entire supply chain.

If printing this document, please print only what you need, print double-sided, and use recycled-content paper.

**The following Sections have been modified or revised as shown below.** Changes made to the original RFQ document are in **bold** print and highlighted, and deletions made have a ~~strike through~~.

**Page 3 of 5 of the Appendix 1, item 13 is revised as follows:**

|  |  |  |  |
| --- | --- | --- | --- |
| **13** | **SHEETSStyle:** Muslin Sheet, 130 thread count +/- 5%**Color:** Navy**Material:** 55/45 Cotton-Polyester Blend ~~& Bleached~~**1" Top & Bottom Hem; Sides Hemmed or Selvage, No Iron** | **N/A** | **58"x90"** |

**Page 1 of 2 of the Appendix 2, item 5 is revised as follows:**

|  |  |  |  |
| --- | --- | --- | --- |
| **5** | **SHORTS (Men and Women)****Style:** Knee-Length 7" inseam**Color:**  Khaki**Material:** 35/65 Cotton Poly blend**No pockets, drawstrings, zippers, or buttons** | **N/A** | **5XL, 4XL, 3XL, 2XL, XL,****L, M, S** |

**Page 2 of 2 of the Appendix 2, item 8 is revised as follows:**

|  |  |  |  |
| --- | --- | --- | --- |
| **8** | **ATHLETIC SHORTS (Men and Women)****Style:** Knee-Length, 9" inseam**Color:** Black**Material:** 100% polyester**No pockets, drawstrings, zippers, or buttons** | **N/A** | **S, M, L, XL, 2XL, 3XL, 5XL** |

**Page 2 of 2 of the Appendix 2, item 13 is revised as follows:**

|  |  |  |  |
| --- | --- | --- | --- |
| **13** | **SHOES (Men and Women)Style: Slip Resistant Rubber** ~~Clear~~ Sole, ~~Valcro~~ **Velcro** Close**Color:** Black**Material:** Ethylene-vinyl acetate | **N/A** | **Whole & Half Sizes 4-11****Whole Sizes 12-14** |

**Page 2 of 2 of the Appendix 2, item 15 is revised as follows:**

|  |  |  |  |
| --- | --- | --- | --- |
| **15** | **SHORTS (Men and Women)****Style:** Knee-Length 7" inseam**Color:**  Black**Material:** 35/65 Cotton Poly blend**No pockets, drawstrings, zippers, or buttons** | **N/A** | **5XL, 4XL, 3XL, 2XL, XL,****L, M, S** |

**Page 24 of the RFQ, EXHIBIT A - BID RESPONSE PACKET is revised as follows:**

### EXHIBIT A

**REVISED BID RESPONSE PACKET**

**INSTRUCTIONS**

* **As described in the submittal of bids section of this RFQ, Bidders must submit an electronic copy of the bid in PDF (with OCR preferred). The electronic copy must have all appropriate pages signed (**✍**).**
* **Each page of the Revised Bid Response Packet must be submitted through the** [EZSourcing Supplier Portal](https://ezsourcing.acgov.org) **as PDF attachment(s) with all required information included and documents attached; any pages of the Revised Bid Response Packet not applicable to the Bidder must be submitted with such pages or items clearly marked “N/A” or the bid may be disqualified as incomplete.**
* **Bidders shall not modify the Revised Bid Response Packet or any other County-provided document unless instructed to do so. Modifications Bidders are instructed to make include:**
	+ **On the cover page of the Revised Bid Response Packet, Bidders must replace the information in BLUE font (name of Bidder organization, primary contact name, etc.).**
* **Bidder must quote price(s) as specified in the RFQ, including any addendums, and as specified in the** [EZSourcing Supplier Portal](https://ezsourcing.acgov.org) **event.**
* **Bidders that do not comply with the requirements, and/or submit incomplete bid packages, are subject to disqualification and their bids being rejected.**
* **If a Bidder is making any clarifications, or taking exception to policies or specifications of this RFQ, these must be submitted in the *Exceptions and Clarifications* form of the Revised Bid Response Packet in order for the bid response to be considered complete.**

 **Date of Submission**

**Name of Bidding Organization**

**Primary Contact Name**

**Primary Contact Title**

**Address 1**

**Address 2**

**City, State Zip Code**

**Phone Number**

**Email Address**

### REVISED BID RESPONSE PACKET

 RFQ No. 902048

INMATE APPAREL, LINENS,

AND HYGIENE SUPPLIES

#### **BIDDER INFORMATION**

Official Name of Bidder:

Street Address Line 1:

Street Address Line 2:

City:  State:  Zip Code:

Webpage:

Type of Entity / Organizational Structure (check one):

 [ ]  Corporation [ ]  Joint Venture [ ]  Partnership

 [ ]  Limited Liability Partnership [ ]  Limited Liability Corporation [ ]  Non-Profit / Church

 [ ]  Sole Proprietor

 [ ]  Other:

Jurisdiction of Organizational Structure:

Date of Organizational Structure:

Federal Tax Identification Number:

Alameda County Supplier Identification Number (if applicable):

DIR Contractor Registration Number (if applicable):

Primary Contact Information:

Name / Title:

Telephone Number:  Alternate Number:

E-mail Address:

#### **BIDDER ACCEPTANCE**

1. The undersigned declares and agrees that the Bid Documents, including, without limitation, the RFQ, Q&A, Addenda, and Exhibits have been read and accepted.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFQ No. 902048 – INMATE APPAREL, LINENS, AND HYGIENE SUPPLIES.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, general County requirements, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County’s website:
* [**Debarment & Suspension Policy**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)

**[**[**https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/debarment-suspension-policy/)**]**

* [**Iran Contracting Act (ICA) of 2010**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)

**[**[**https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/iran-contracting-act-of-2010-ica/)**]**

* [**General Environmental Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)

**[**[**https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-environmental-requirements/)**]**

* [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)

**[**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**]**

* [**Alameda County SLEB Program Additional Information**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)

**[**[**https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/**](https://gsa.acgov.org/do-business-with-us/vendor-support/small-local-and-emerging-businesses/)**]**

* [**First Source**](http://acgov.org/auditor/sleb/sourceprogram.htm)

**[**[**http://acgov.org/auditor/sleb/sourceprogram.htm**](http://acgov.org/auditor/sleb/sourceprogram.htm)**]**

* [**Online Contract Compliance System**](http://acgov.org/auditor/sleb/elation.htm)

**[**[**http://acgov.org/auditor/sleb/elation.htm**](http://acgov.org/auditor/sleb/elation.htm)**]**

* [**General Requirements**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)

**[**[**https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/**](https://gsa.acgov.org/do-business-with-us/contracting-opportunities/policies-procedures/general-requirements/)**]**

1. The undersigned acknowledges that Bidder is and will remain in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ.
2. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
3. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
4. The undersigned acknowledges ***ONE*** of the following (please check only one box):

[ ]  Bidder is not local to Alameda County and is ineligible for any bid preference; **or**

[ ]  Bidder is a certified SLEB at the time of bid submittal and is requesting 10% bid preference; (Bidder must check the first box and provide its SLEB Certification Number in the [**SLEB Information Sheet**](#SLEB_Info_Sheet)); **or**

[ ]  Bidder is LOCAL to Alameda County and is requesting 5% bid preference, and has attached the following documentation to this Exhibit:

* Copy of a verifiable business license, issued by the County of Alameda or a City within the County; and
* Proof of six months business residency, identifying the name of the vendor and the local address. Utility bills, deed of trusts or lease agreements, etc., are acceptable verification documents to prove residency.

**SIGNATURE:** ✍

Name/Title of Authorized Signer:

Dated this  day of  20

#### **TABLE OF CONTENTS**

**Instructions**: Bidder shall remove this page and replace it with a **Table of Contents** listing the individual sections of the proposal and their corresponding page numbers. The page(s) inserted shall be clearly marked *Table of Contents*.

#### **LETTER OF TRANSMITTAL**

**Instructions**: Bidder shall remove this page and replace it with a **Letter of Transmittal**. The letter shall include a description of Bidder’s capabilities and approach in providing its services to the County, and provide a brief synopsis of the highlights of its proposal and overall benefits to the County. The page(s) inserted shall be clearly marked *Letter of Transmittal*.

**Maximum Length**: 2 pages

#### **BID FORM**

**Instructions**:Bidder must use the separate Excel Bid Form(s) provided.

**COST SHALL BE SUBMITTED AS REQUESTED ON THE EXCEL BID FORMS. NO ALTERATIONS OR CHANGES OF ANY KIND ARE PERMITTED.** Bid responses that do not comply will be subject to rejection in total. The cost quoted shall include all taxes (excluding sales and use tax) and all other charges, including travel expenses, and is the maximum cost the County will pay for the term of any contract that is a result of this RFQ.

Quantities listed on Alameda County **Excel Bid Forms** are estimates and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Bidders can submit a bid either for the Inmate Apparel and Linens category (Bid Form A-1 and A-2) or for the Hygiene Supplies category (Bid Form A-3), or both; but is required to bid on all items listed on the bid form for each category.

Bid pricing on all line items are required. Partial bids are not acceptable.

By submission through the Alameda County [EZSourcing Supplier Portal](https://ezsourcing.acgov.org) Bidder certifies to County that all representations, certifications, and statements made by Bidder, as set forth in each entry in the Alameda County [EZSourcing Supplier Portal](https://ezsourcing.acgov.org) and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

**TABLE OF KEY PERSONNEL**

**Instructions**: This page must be included as part of the **Revised** Bid Response Packet. Following this page, Bidder shall provide a **Table of Key Personnel**. The table shall include all key personnel associated with the RFQ.

This table must include all key personnel who will provide services to the County, including collaborating partners. The table must include the following information for each key person:

1. The person’s relationship with Bidder, including job title and years of employment with Bidder;
2. Work contact information including, but not limited to, the following: work address, office telephone number, mobile work number, and e-mail address;
3. The role that the person will play in connection with the RFQ;
4. Educational background; and
5. Related experience on similar projects, certifications, and merits.

If a Bidder collaborates with any other partners or subcontractors, Bidder shall identify subcontractors, subcontractor qualifications, and how they plan to work together. Bidder(s) shall identify any existing agreements or MOUs between the Bidder(s) and proposed collaborator(s).

**Maximum** **Length**: There is no limit to the table. There is, however, a 2-page limit per résumé or curriculum vitae.

#### **~~CREDENTIALS~~**

**~~Instructions~~**~~: This page must be included as part of the Bid Response Packet. Following this page, Bidders are to provide proof of any permits, licenses, and/or professional credentials necessary to supply product and perform services as specified in this RFQ.~~

#### **REFERENCES**

**Instructions**: On the following pages are the templates that Bidders must use to provide references. Bidders are to provide a list of three (3) current references. References must be satisfactory as deemed solely by County. Services or goods provided by Bidder to the references should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Bidders must verify that the contact information for all references provided is current and valid. If a reference cannot be contacted it may affect the qualification and scoring of Bidders submission.

Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.

The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.

**REFERENCES**

RFQ No. 902048 - INMATE APPAREL, LINENS, AND HYGIENE SUPPLIES

Bidder Name:

|  |  |
| --- | --- |
| Company Name:       | Contact Person:       |
| Address:       | Telephone Number:       |
| City, State, Zip:       | E-mail Address:       |
| Services Provided / Date(s) of Service:       |

|  |  |
| --- | --- |
| Company Name:       | Contact Person:       |
| Address:       | Telephone Number:       |
| City, State, Zip:       | E-mail Address:       |
| Services Provided / Date(s) of Service:       |

|  |  |
| --- | --- |
| Company Name:       | Contact Person:       |
| Address:       | Telephone Number:       |
| City, State, Zip:       | E-mail Address:       |
| Services Provided / Date(s) of Service:       |

#### **EXCEPTIONS AND CLARIFICATIONS**

**Instructions**: On the following page is the **Exceptions and Clarifications** form. Bidders must use this form to identify any and all exceptions and/or clarifications to the RFQ and associated Bid Documents.

**THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS AND CLARIFICATIONS ANY SUCH EXCEPTIONS AND CLARIFICATIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

**EXCEPTIONS AND CLARIFICATIONS**

RFQ No. 902048 - INMATE APPAREL, LINENS, AND HYGIENE SUPPLIES

Bidder Name:

List below requests for exceptions and clarification, if any, to the RFQ and associated Bid Documents, and submit with your bid response.

The County is under no obligation to accept any exceptions and clarifications and such exceptions and clarifications may be a basis for bid disqualification.

|  |  |
| --- | --- |
| **Reference to:** | **Description** |
| Page No. | Section | Item No. |  |
| **p. 23**EXAMPLE | **D** | **1.c.** | ***Vendor takes exception to…*** |
|       |       |       |       |
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\*Use additional pages as necessary

#### **SLEB INFORMATION SHEET**

**Instructions**: On the following page is the *SLEB Information Sheet*. Every Bidder must fill out and submit a signed SLEB Information Sheet, indicating their SLEB certification status. If Bidder is not certified, the information sheet must be completed with the name, identification information, and goods/services to be provided by the CERTIFIED SLEB partner(s) with whom the Bidder will subcontract to meet the County SLEB participation requirement.  The Exhibit must be signed by EACH of the named CERTIFIED SLEB(s) that will be subcontractors.

SLEB certification must be complete at the time of bid submittal for SLEB primes and SLEB subcontractor(s).

* For SLEB Subcontracting Questions: Please contact the General Services Agency-Office of Acquisition Policy - Ratha Chuon, ratha.chuon@acgov.org, (510) 208-9617.
* For questions/information regarding SLEB certification including requirements, please contact the Auditor-Controller Agency, Office of Contract Compliance & Reporting – SLEB Certification Unit at (510) 891-5500.

SMALL LOCAL EMERGING BUSINESS (SLEB)

INFORMATION SHEET

**RFQ No. 902048 - INMATE APPAREL, LINENS, AND HYGIENE SUPPLIES**

**In order to meet the Small Local Emerging Business (SLEB) requirements of this RFQ, all Bidders must complete this form.**

**Bidders that are not certified SLEBS (for definition of a SLEB see** [**Alameda County SLEB Program Overview**](http://acgov.org/auditor/sleb/overview.htm)**; [**[**http://acgov.org/auditor/sleb/overview.htm**](http://acgov.org/auditor/sleb/overview.htm)**]) are required to subcontract with a SLEB for at least 20% of the total estimated bid amount in order to be eligible for contract award. SLEB subcontractors must be independently owned and operated from the prime Contractor with no employees of either entity working for the other. A copy of this form must be submitted for each SLEB that the Bidder will subcontract with, as evidence of a firm contractual commitment to meeting the SLEB participation requirement.**

**Bidders are encouraged to form a partnership with a SLEB that can participate directly with this contract. One of the benefits of the partnership will be economic, but this partnership will also assist the SLEB to grow and build capacity to eventually bid as a prime on their own.**

**Once a contract has been awarded, substitutions of the named subcontractor(s) are not allowed without prior written approval from the Auditor-Controller, Office of Contract Compliance & Reporting (OCCR).**

**County departments, prime and subcontractors are required to use the web-based Elation Systems to monitor SLEB subcontractor compliance with** [**Elation Systems**](http://www.elationsys.com/elationsys/)**; [**[**http://www.elationsys.com/elationsys/**](http://www.elationsys.com/elationsys/)**].**

|  |
| --- |
| **[ ]  BIDDER IS A CERTIFIED SLEB (sign at bottom of page)****SLEB BIDDER Business Name:** **SLEB Certification #:       SLEB Certification Expiration Date:** **NAICS Codes Included in Certification:**  |

**OR**

|  |
| --- |
| **[ ]  BIDDER IS NOT A CERTIFIED SLEB and will subcontract      % with the SLEB named below for the following goods/services:** **SLEB Subcontractor Business Name:** **SLEB Certification #:       SLEB Certification Expiration Date:** **SLEB Certification Status: [ ]  Small / [ ]  Emerging** **NAICS Codes Included in Certification:** **SLEB Subcontractor Principal Name:** **SLEB Subcontractor Principal Signature:** ? **Date:**  |

**Upon award, Bidder (the prime Contractor) and** **all SLEB subcontractors** agree to register and use the secure web-based ELATION SYSTEMS. ELATION SYSTEMS will be used to submit SLEB subcontractor participation including, but not limited to, subcontractor contract amounts, payments made, and confirmation of payments received.

Bidder Printed Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_State\_\_\_\_\_\_ Zip Code\_\_\_\_\_\_

##### Bidder Signature: ? Date:

**DEBARMENT AND SUSPENSION CERTIFICATION (PROCUREMENTS $25,000 AND OVER)**

**The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its principal, and any named and unnamed subcontractor:**

* **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
* **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
* **Does not have a proposed debarment pending; and**
* **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

**If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.**

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.**

BIDDER:

PRINCIPAL: TITLE:

SIGNATURE: DATE:

##### INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing the **Revised** Bid Response Packet, the Bidder agrees to meet the minimum insurance requirements prior to award. Insurance documentation must be provided to the County, prior to award, and include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFQ.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFQ:

see next page for county of alameda

minimum insurance requirements

**CERTIFICATE C-1**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

|  |  |
| --- | --- |
| **TYPE OF INSURANCE COVERAGES** | **MINIMUM LIMITS** |
| **A** | **Commercial General Liability**Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability | $1,000,000 per occurrence (CSL)Bodily Injury and Property Damage |
| **B** | **Commercial or Business Automobile Liability**All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities | $1,000,000 per occurrence (CSL)Any Auto or Hired and Non-Owned AutosBodily Injury and Property Damage |
| **C** | **Workers’ Compensation (WC) and Employers Liability (EL)**As required by State of California  | WC: Statutory LimitsEL: No less than $1,000,000 per accident for bodily injury or disease |
| **D** | **Endorsements and Conditions**:1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed on behalf of the Grantee General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.
2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor’s insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:

- Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.1. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.

**CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. |

Certificate C-1 Form 2001-1