

**ALAMEDA COUNTY BEHAVIORAL HEALTH DEPARTMENT (ACBHD)
REQUEST FOR PRE-QUALIFICATION (RFPQ) 26-07
SPECIFICATIONS, TERMS & CONDITIONS
FOR
SUBSTANCE USE DISORDER YOUTH RESIDENTIAL TREATMENT**

INFORMATIONAL MEETING

Date	Time	Location
September 11, 2026	2:30 – 3:30pm	Teams Info in Calendar

Responses Due

2:00 pm on October 15, 2026

via email:

Procurement@acgov.org

Proposals received after this date/time will NOT be accepted

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I. STATEMENT OF WORK

A. INTENT

It is the intent of these specifications, terms, and conditions for Alameda County Behavioral Health Department (hereafter ACBHD or County) to establish a pool of contractors to provide residential treatment services for youth experiencing substance use disorders (SUD) ages 12–17, including youth with co-occurring mental health conditions and involvement in systems such as child welfare, probation, and education.

ACBHD intends to establish contracts with Bidders whose responses conform to this Request for Pre-Qualification (RFPQ) and meet County requirements. The contracts resulting from this RFPQ will be reimbursed a per bed day rate for ACBHD referred clients.

The County does not guarantee any minimum or maximum dollar amount or any awarded scope of services under this contract. ACBHD does not discriminate against particular Bidders that serve high-risk populations or specialize in conditions that require costly treatment.

ACBHD reserves the right to end a contract if/when the awarded Contractor materially alters staff, deliverables, and outcomes any time after the contract award. The County is not obligated to award any contracts as a result of this RFPQ process. The County may, but is not obligated to, renew any awarded contract. Any renewal of an awarded contract shall be contingent on the availability of funds, awarded Contractor's performance, and continued prioritization of the activities and priority populations as defined and determined by ACBHD.

B. BACKGROUND

The California Department of Health Care Services (DHCS) Drug Medi-Cal Organized Delivery System (DMC-ODS)¹ program delivers SUD treatment services to eligible Medi-Cal members by providing a continuum of care modeled after the American Society of Addiction Medicine (ASAM) criteria.

Under the current agreement with DHCS, ACBHD intends to offer residential treatment services for youth with SUD. These services are designed to meet the unique developmental, behavioral, and clinical needs of youth ages 12–17, including youth with co-occurring mental health conditions and involvement in systems such as child welfare, probation, and education. Adolescent residential treatment services provide structured, 24-hour therapeutic

¹ <https://www.dhcs.ca.gov/providers-partners/drug-medi-cal-organized-delivery-system/>

environments that support stabilization, engagement in treatment, and transition to lower levels of care.

The program will provide services based on ASAM level 3.1 low-intensity, ASAM level 3.2 withdrawal management, and/or ASAM level 3.5 high-intensity adolescent treatment criteria. Programs must be ASAM certified and licensed by the California Department of Social Services Community Care Licensing (CCL) division as a Residential Community Treatment Facility in order to serve Alameda County clients.

C. SCOPE

The awarded Contractor(s) shall offer one or more of the following modalities:

- Residential Services ASAM Level 3.1 – Clinically Managed Low-Intensity Residential Services
- Residential Services ASAM Level 3.2 - Withdrawal Management
- Residential Services ASAM Level 3.5 – Clinically Managed High-Intensity Residential Services

The awarded Contractor(s) shall also provide:

- Case Management to support care coordination and linkage across systems
- Physician Consultation to support clinical oversight and medical necessity determinations
- Outreach, Screening, and Engagement to ensure timely access and engagement of youth and families

The DMC-ODS includes an evidence-based benefit design covering the full continuum of care. Contracted providers will be expected to meet industry standards of care and deliver comprehensive services that include, but are not limited to:

- Comprehensive biopsychosocial assessment utilizing ASAM Criteria
- Individualized treatment planning and ongoing reassessment
- Individual, group, and family counseling services
- Implementation of evidence-based practices such as Motivational Interviewing, Cognitive Behavioral Therapy, and trauma-informed treatment approaches
- Youth development strategies including life skills, pro-social activities, and structured daily programming
- Coordination with educational systems, including support for youth with Individualized Education Plans (IEPs)
- Discharge planning initiated at intake, with strong linkage to outpatient, recovery support, and behavioral health services

Programs must be developmentally appropriate, trauma-informed, culturally responsive, and family-centered. Programs must incorporate family engagement as a central component of

treatment, recognizing the critical role of caregivers and support systems in youth recovery outcomes.

Access, Timeliness, and Continuity of Care

The awarded Contractors will be expected to support ACBHD goals related to timely access to care and continuity of services, including:

- Maintaining capacity to accept referrals in a timely manner
- Coordinating with referral sources such as ACBHD Acute Crisis Care and Evaluation for Systemwide Services, Acute Crisis Care and Evaluation for Systemwide Services (ACCESS),² Alameda County Probation Department, child welfare entities, and schools
- Providing interim services when immediate placement is not available
- Actively managing length of stay to ensure appropriate utilization and throughput
- Ensuring continuity of care through coordinated discharge planning and step-down linkages

System Coordination and Integration

The awarded Contractors must be willing and able to coordinate with other partners to help youth access a full continuum of care. This includes collaboration with:

- Behavioral health providers
- School districts and educational partners
- Probation and juvenile justice systems
- Child welfare agencies
- Medical providers

Providers are expected to function as part of an integrated system of care, supporting shared outcomes related to engagement, stabilization, and long-term recovery.

Data, Quality, and Compliance

The awarded Contractor(s) shall:

- Utilize standardized assessments and clinical documentation practices
- Report required data through County systems (e.g., Clinician's Gateway, CalOMS-Tx)
- Participate in Quality Improvement (QI) and Performance Improvement Projects (PIPs)
- Maintain compliance with timeliness, access, and network adequacy standards
- Ensure program integrity, including adherence to Medi-Cal billing and documentation requirements

² As of October 1, 2026, ACCESS will be known as "First Step: Behavioral Health Connection, Screening, and Referral"

D. BIDDER MINIMUM QUALIFICATIONS

To be eligible to participate in this RFPQ, Bidders must meet the below Minimum Qualifications:

- Demonstrate ownership or lease of an existing facility or facilities;
- Demonstrate ability to maintain or obtain the following at that specific facility(ies):³
 - DHCS Level of Care Designation or Residential ASAM Level of Care Certification
 - Department of Social Services Community Care Residential Community Treatment Facility License
- Have at least one year of experience providing SUD treatment services to the priority population.

Bidders are eligible to participate in the RFPQ process if they meet the Bidder Qualification Criteria. Please note, ACBHD will disqualify proposals that:

- Do not demonstrate that Bidder meets the specified Bidder Qualification Criteria
- Are unreasonable and/or unrealistic in terms of budget, as solely determined by ACBHD
- Exceed the maximum page limit

E. OTHER REQUIREMENTS

Office of the Inspector General (OIG) and Other Exclusion List Background Checks – Monitoring, Oversight and Reporting

In accordance with Alameda County Health's Policy and Procedure on Exclusion Screening,⁴ awarded contractors will check and verify all employees, both clinical and non-clinical, who will be providing and/or supporting services under this program, for:

- National Plan & Provider Enumeration System (NPPES) – NPI Number (<http://npiregistry.cms.hhs.gov/>)
- Licenses are current with no restrictions
- Office of the Inspector General list of Excluded Individuals & Entities (OIG/LEIE) database (<https://exclusions.oig.hhs.gov/>)
- GSA System Award Management (SAM/EPLS) database (<https://www.sam.gov/SAM/>)
- California DHCS Medi-Cal Suspended & Ineligible list (<https://mcweb.apps.prn.cammiis.medi-cal.ca.gov/references/sandi>)
- Social Security Administration Death Master File (SSDMF)

³ If bidder intends to obtain versus maintain these items, the proposal must demonstrate a clear and reasonable plan for obtaining these within 12 months of ACBHD award letter.

⁴ [OCS.C.001 HCSA Exclusion Screening Policy.pdf](#)

- SUD Certification and/or Registration with California Association for Alcohol/Drug Educators (CAADE), California Association of DUI Treatment Programs (CADTP) or California Consortium of Addiction Programs and Professionals (CCAPP)

Bidder shall submit an attestation with their bid (“OIG and Other Exclusion List Background Checks Attestation”) that they have verified the above items for all staff, as required. Upon contract award, Contractor shall submit a detailed roster of all staff, Officers, Agents, Board Members and Owners with five percent or greater ownership interest. ACBHD will conduct an exclusion screening, and any issues identified as a result of the screening must be resolved prior to contract execution. If there are unresolved issues, ACBHD may not contract with the awarded Contractor.

II. INSTRUCTIONS TO BIDDERS

A. COUNTY CONTRACTS

All contact during the RFPQ process shall be through the RFPQ contact, only: ACBHD Procurement at Procurement@acgov.org.

The official notification and posting places for this RFPQ and any Addenda are:

- The ACBHD website <https://bhcsproviders.acgov.org/providers/network/rfp.htm> and
- The General Services Agency (GSA) website <https://gsa.acgov.org/do-business-with-us/contracting-opportunities/>

The evaluation phase of the process shall begin upon receipt of proposals until contract award. Bidders shall not contact or lobby ACBHD during the evaluation process. Attempts by Bidders to contact ACBHD may result in disqualification of the Bidder's proposal.

All questions regarding these specifications, terms and conditions shall be submitted in writing, preferably via e-mail, as specified in the Calendar of Events to:

ACBHD Procurement
1900 Embarcadero Cove, Suite 205
Oakland, CA 94606
Email: Procurement@acgov.org

B. CALENDAR OF EVENTS

Event	Date/Location
Request for Proposals (RFPQ) Issued	September 4, 2026
Bidder's Written Questions Due	By 4:00 pm on September 11, 2026 ACBHD strongly encourages Bidders to submit written questions earlier.
Information Session	September 11, 2026, 2:30-3:30pm Join via Teams Meeting ID: 214 610 847 844 412 Passcode: YD7VX3YD Join via Phone 1 415-915-3950 1 888-715-8170 Phone conference ID: 692 754 935# Join via video conferencing device Tenant key: alamedacountyca@m.webex.com Video ID: 112 992 961 8 More info
Questions and Answers Issued	September 23, 2026
Responses Due	Responses will be due by 2:00 pm on October 15, 2026 Responses received after this date/time will not be accepted
Award Date	November 12, 2026
Board Agenda Date	April 2027
Contract Start Date	May 1, 2027

Note: All dates are tentative and subject to change. Bidders will be notified of any changes via email. It is the responsibility of each Bidder to be familiar with all of the specifications, terms and conditions. By submission of a proposal, Bidder certifies that if awarded a contract Bidder shall make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

C. SMALL LOCAL EMERGING BUSINESS (SLEB) PREFERENCE POINTS

The County is vitally interested in promoting the growth of small, local, and emerging businesses (SLEB) by means of increasing the participation of these businesses in the County's purchase of goods and services.

As a result of the County's commitment to advance the economic opportunities of these businesses, Bidders must meet the County's SLEB requirements to be considered for the contract award. Bidders must be SLEB-certified or Local-certified at the time of bid submission in order to receive SLEB and/or Local preference points. These requirements can be found online at: <http://acgov.org/auditor/sleb/overview.htm>

For purposes of this proposal, applicable industries include, but are not limited to, the following North American Industry Classification System (NAICS) Codes: 624190, 8361.

A small business is defined by the [United States Small Business Administration](#) (SBA) as having no more than the number of employees or average annual gross receipts over the last three (3) years required per SBA standards based on the small business's appropriate NAICS code.

An emerging business is defined by the County as having either annual gross receipts of less than one-half (1/2) that of a small business OR having less than one-half (1/2) the number of employees AND that has been in business less than five (5) years.

The County also encourages participation by minority and women-owned businesses.

D. SUBMITTAL OF PROPOSALS/BIDS

1. All proposals must be received electronically by ACBHD **no later than 2:00 pm on the due date and location specified on the RFPQ cover and Calendar of Events in this RFPQ.** ACBHD cannot accept late proposals. Any proposals received after stated time and/or date or at an email address other than the stated address cannot be considered and shall be returned to the Bidder unread/unopened.

Bidders must submit proposals which clearly state Bidder and RFPQ name. Proposals must include evidence that the person(s) who signed the proposal is/are authorized to execute the proposal on behalf of the Bidder. A signed statement by either the Executive Director or the Board President on an agency letterhead will meet this requirement.

Bidders shall ensure that proposals are:

- Single spaced
- 1-inch margins
- 11-point Arial font
- Conform to the maximum page limits

2. Bidder agrees and acknowledges all RFPQ specifications, terms and conditions and indicates ability to perform by submission of proposal.
3. Submitted proposals shall be valid for a minimum period of eighteen months.
4. All costs required for the preparation and submission of a proposal shall be borne by Bidder.
5. Proprietary or Confidential Information: No part of any proposal response is to be marked as confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFPQ may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of the County. County reserves the right to make use of any information or ideas contained in submitted proposals. This provision is not intended to require the disclosure of records that are exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) or of “trade secrets” protected by the Uniform Trade Secrets Act (Civil Code Section 3426, et seq.).
6. All other information regarding proposals shall be held as confidential until such time as ACBHD has completed its evaluation, notification of recommended award has been made and the contract has been fully negotiated with the recommended awardees named in the intent to award/non-award notification. The submitted proposals shall be made available upon request no later than five calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors. All parties submitting proposals, either qualified or unqualified, shall receive e-mailed intent to award/non-award notification, which shall include the name of the Bidder(s) recommended for award of this service. In addition, recommended award information will be posted on the ACBHD website.
7. Each proposal received, with the name of the Bidder, shall be entered on a record, and each record with the successful proposal indicated thereon shall, after the negotiations and award of the order or contract, be open to public inspection.
8. California Government Code Section 4552: In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such an assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.
9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal.

Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud, and the Contractor may be subject to criminal prosecution.

10. As applicable, the undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.
11. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
12. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of 180 days, unless otherwise specified in the Bid Documents.

E. RESPONSE FORMAT/PROPOSAL RESPONSES

Bidders may use the provided Bid Response Template to address and complete their proposals, and must submit all signed statements contained within the Bid Response Packet. The person(s) administering the competitive process will review each proposal for completeness against the RFPQ requirements and ensure that responses conform to the total page maximums indicated in the Bid Response Packet, excluding attachments and exhibits. Bidders cannot submit non-material documents after the proposal due date, in order to complete their proposal. Proposals with any missing items of submittals as outlined in the RFPQ and any Addenda shall be deemed incomplete and may be rejected.

Proposals shall be complete, substantiated, concise and specific to the information requested. Any superfluous and unrequested material submitted with the bid will be removed and will not be viewed by ACBHD staff. Any material deviation from the requirements may be cause for rejection of the proposal, as determined at the sole discretion of ACBHD.

F. CONTRACT EVALUATION AND ASSESSMENT

During the initial sixty (60) day period of any contract, which may be awarded to a successful Bidder ("Contractor"), persons designated by the County may meet with the Contractor to evaluate the performance and to identify any issues or potential problems.

The County reserves the right to determine, in its sole discretion, (a) whether Contractor has complied with all terms of this RFPQ and (b) whether any problems or potential problems are evidenced which make it unlikely (even with possible modifications) that the proposed program and services will meet the County requirements. If, as a result of such determination the County concludes that it is not satisfied with Contractor, Contractors' performance under any awarded contract as contracted for therein, the Contractor shall be notified of contract termination effective forty-five (45) days following notice.

The County reserves the right to re-bid these programs if it is determined to be in its best interest to do so.

G. AWARD

1. The County reserves the right to reject any or all proposals that materially differ from any terms contained in this RFPQ or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for Bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
2. Any proposal that contains false or misleading information may be disqualified by the County.
3. The County reserves the right to award to a single or multiple Contractors.
4. The County has the right to decline to award a contract in whole or any part thereof for any reason.
5. BOS approval to award a contract is required.
6. A contract must be negotiated by the intended awardee prior to BOS approval.
7. Final terms and conditions shall be negotiated with the Bidders recommended for award. The successful Bidders may request a copy of the Master Agreement template from the ACBHD RFPQ contact. The template contains the agreement boilerplate language only.
8. The RFPQ specifications, terms, conditions, Exhibits, Addenda and Bidder's proposal, may be incorporated into and made a part of any contract that may be awarded as a result of this RFPQ.

H. PRICING

Federal and State and local minimum wage laws apply. The County has no requirements for living wages. The County is not imposing any additional requirements regarding wages.

I. INVOICING

1. Contractor shall invoice the requesting department, unless otherwise advised, upon satisfactory receipt of product and/or performance of services.
2. Payment will be made within thirty days following receipt of invoice and upon complete satisfactory receipt of product and performance of services.
3. County shall notify Contractor of any adjustments required to invoice.
4. Invoices shall contain County purchase order (PO) number, invoice number, remit to address and itemized products and/or services description and price as quoted and shall be accompanied by acceptable proof of delivery.
5. Contractor shall utilize standardized invoice upon request.
6. Invoices shall only be issued by the Contractor who is awarded a contract.
7. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the POs.

J. EVALUATION PROCESS AND NOTICE OF INTENT TO AWARD

Qualification of Bidders will be performed by County staff who have expertise or experience in the area of Substance Use services. These experts will evaluate and verify Bidder responses and recommend Bidders for inclusion in the pool of contractors. The Procurement Lead shall notify Bidders of the qualification outcome. Only qualified and approved Bidders will have the opportunity to provide services requested by this RFPQ.

At the conclusion of the proposal evaluation process ("Evaluation Process"), all Bidders will be notified in writing by e-mail of the contract award recommendation, if any, by ACBHD. The document providing this notification is the Notice of Intent to Award.

The Notice of Intent to Award shall provide the following information:

- The name of the Bidders being recommended for contract award;
- The names of all other Bidders that submitted proposals.

At the conclusion of the RFPQ response evaluation process and negotiations, debriefings for unsuccessful Bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful Bidder's proposal.

- Under no circumstances shall any discussion be conducted with regard to contract negotiations with the recommended /successful Bidder.
- Debriefing may include review of the recommended/ successful Bidder's proposal/s with redactions as appropriate.

All submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

K. TERM/TERMINATION/RENEWAL

The term of the contract which may be awarded pursuant to this RFPQ will generally be between one and three years, and may be renewed thereafter, contingent on the availability of funds, Contractor's performance, continued prioritization of the activities and priority populations, as defined and determined by ACBHD.

III. APPENDICES

A. GLOSSARY & ACRONYM LIST

Agreement	The formal contract between ACBHD and Contractor.
ACBHD	Alameda County Health, Behavioral Health Department, a department of Alameda County Health.
Adolescent	Individuals 12 through 17 years of age for the purposes of this RFPQ
ASAM Criteria	American Society of Addiction Medicine – Levels of care in addiction treatment
Bid	A Bidders' response to this Request; used interchangeably with proposal.
Bidder	The specific person or entity responding to this RFPQ.
Board	Shall refer to the County of Alameda Board of Supervisors.
CCL	Community Care Licensing
Client	The recipient of services; used interchangeably with member, beneficiary and consumer.
Consumer	The recipient of services; used interchangeably with member, beneficiary and client.
Community-Based Organization (CBO)	A non-governmental organization that provides direct services to beneficiaries.
Contractor	When capitalized, shall refer to selected Bidder that is awarded a contract.
County	When capitalized, shall refer to the County of Alameda.
DHCS	Department of Health Care Services
DMC-ODS	Drug Medi-Cal Organized Delivery System
Federal	Refers to United States Federal Government, its departments and/or agencies.
IEP	Individualized Education Plans
Mental Health Services	Individual, family or group services or interventions that are designed to provide information on mental health issues, reduction of mental disability and/or improvement or maintenance of functioning.
Outcomes	The extent of change in attitudes, values, behaviors, or conditions between baseline measurement and subsequent points of measurement. Depending on the nature of the intervention and the theory of change guiding it, changes can be short, intermediate, and longer-term outcomes.
Proposal	Shall mean Bidder's response to this RFPQ; used interchangeably with bid.

Qualified	Competent by training and experience to be in compliance with specified requirements.
Request for Pre-Qualifications (RFPQ)	Shall mean this document, which is the County of Alameda's request for pre-qualifications to provide the services being solicited herein; also referred herein as RFPQ.
Response	Shall refer to Bidder's proposal submitted in reply to RFPQ.
SLEB	Small Local and Emerging Business
State	Refers to State of California, its departments and/or agencies.

B. BID RESPONSE PACKET

C. INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bidder Information and Acceptance, the Bidder agrees to meet the minimum insurance requirements stated in the RFPQ, prior to award. This documentation must be provided to the County, prior to awards, and shall include insurance certificate and additional insured certificate, naming County of Alameda and the State of California, which meets the minimum insurance requirements, as stated in the RFPQ.

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

EXHIBIT C 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 insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability, Abuse, Molestation, Sexual Actions, and Assault and Battery	\$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 is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D.1	Professional Liability/Errors and Omissions Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
D.2	Cyber Liability Contractor shall maintain cyber liability to cover claims regarding privacy violations, information theft, damage or destruction of electronic information, intentional and/or unintentional release of State and/or private information, alteration of electronic information, extortion and network security.	\$2,000,000 per occurrence \$4,000,000 project aggregate
E	Employee Dishonesty and Crime	Value of Cash Advance

F	<u>Endorsements and Conditions:</u> 1. ADDITIONAL INSURED: All insurance required above with the exception of Workers' Compensation and Employers Liability shall be endorsed to name as additional insured: *County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers and representatives. *State of California, its officers, agents and employees with respect to work performed under the contract. 2. Employee Dishonesty and Crime Insurance Policy shall be endorsed to name as Loss Payee (as interest may arise): County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers and representatives. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until five years following termination 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. 3. SITE ADDRESSES: If sites are listed in the Certificates of Insurance (COIs), then the COIs must list all sites in this Agreement versus a partial list. A listing of sites is not required. 4. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). 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. 5. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 6. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 7. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any 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. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 8. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County and State of cancellation. 9. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.
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