



ADDENDUM 1

FOR

RFP 03_25_26 – SPED SERVICES

DATED JULY 3rd, 2025

This addendum forms as a part of the bid documents for the above project and modifies the original project specifications as noted below. Please acknowledge receipt of this addendum in your bid response. Failure to do so may subject your response to disqualification.

1. Update on Insurance Requirements:

The insurance requirements outlined in the RFP (pages 12-13) have been updated. The revised language below reflects the correct insurance requirements as stated in Section 7 of the PSA – Student Contact.

7. INSURANCE

Without in anyway limiting CONTRACTOR's liability pursuant to the "Indemnification" section of this Agreement.

CONTRACTOR shall procure and maintain during the full term of this Agreement the following insurance amounts, coverage and endorsements:

- 7.1. General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
- 7.2. General Liability Insurance Endorsements
 - a. General Liability Insurance Endorsement for Negligence Related to Sexual Abuse or Molestation providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse. Such coverage shall provide for defense outside of liability limits and provide liability coverage of \$3 million per sexual abuse injury. Such insurance must include coverage for sexual abuse perpetrated by an intern, psychologist, counselor, employees, officer or director, business invitee, volunteer or representative, and agent.
 - b. Each and every General Liability policy and endorsement shall include the following:
 1. Name as Additional Insured the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.
 2. State that such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
 3. If any policies are written on a claims-made form, CONTRACTOR agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.
- 7.3. Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident. CONTRACTOR agrees to release, indemnify and hold harmless SCCOE from all claims, fines, and actions, including any award by a Worker's Compensation tribunal or similar administrative body, or in a court of law, arising out of claims by an employee or agent of CONTRACTOR or its subcontractor for work related injuries arising out of the performance of this Agreement.
- 7.4. Professional Liability (E & O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$100,000 each claim. If the insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Answers to submitted Questions:

The due date for answers for the questions posed is being extended to **Friday, July 11, 2025.**

3. Deadline for Submission

The deadline for RFP submissions is being extended to **Friday, July 18, 2025 at 3:00 PM.**

+++ END OF ADDENDUM 1 +++