



ADDENDUM 2

FOR

RFP 08_25_26 – SCCOE SECURITY SERVICES

DATED OCTOBER 6, 2025

This addendum is issued as part of the bid documents for the referenced project and serves to amend, clarify, or otherwise modify the original project specifications as outlined below.

Bidders are required to acknowledge receipt of this addendum in their bid submission. Failure to acknowledge this addendum may result in disqualification of the bid.

1. Specialized Professional Services Agreement for RFP 08_25_26
 - The attached PSA supersedes Attachment E of the RFP packet.
2. Insurance Requirements – pages 20-21:
 - The insurance requirements outlined on pages 20–21 have been updated in accordance with Risk Management’s recommendations. The revised section is provided below, and the updated RFP has been uploaded to our website at <https://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx>

Addendum 2 dated October 6, 2025 – Updated Insurance Requirements

Insurance Requirements

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:

1. **General Liability Insurance** with limits not less than \$1,000,000.00 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage.
2. **General Liability Insurance Endorsements**
 - a. General Liability Insurance Endorsement or separate coverage 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.
3. Statutory 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 Workers 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.
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 the Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

5. **Automobile Liability Insurance** shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 per accident.

Verification of Insurance Coverage

The CONTRACTOR shall furnish certificates of insurance to the SCCOE responsible administrator for review and approval at the time of signing this Agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract to the CONTRACTOR. CONTRACTOR shall maintain coverage with AM Best rating of A-VII or higher for the term of this contract. CONTRACTOR shall provide written notice to the SCCOE Risk Management of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change. CONTRACTOR shall furnish a copy of the insurance policy or policies upon request of the SCCOE Risk Management within the (10) calendar days of written request.

SCCOE Rights and Disclaimers

The Santa Clara County Office of Education (SCCOE) reserves the right to:

- Postpone or delay the selection process at its sole convenience.
- Withdraw this Request for Proposals (RFP) at any time without obligation.
- Reject any or all proposals without providing a reason for such rejection.
- Enter into negotiations with any, all, or none of the respondents to this RFP.
- Waive any minor defects or irregularities in a proposal or in the proposal process at its discretion.
- Solicit new proposals for the same or a modified project, which may include components of the original proposed project, if deemed in the best interest of the SCCOE.
- Award a contract based on overall merit and alignment with the RFP requirements, rather than solely on the basis of the lowest bid.

These rights are reserved to ensure the SCCOE selects the most qualified and suitable provider in the best interest of the organization and its stakeholders.

+++ END OF ADDENDUM 2 ++++