

COUNTY OF TEHAMA



Date

REQUEST FOR PROPOSAL (RFP)
Commissary Services for Tehama County Jail Inmates

Proposals are to be submitted to:
Jennifer Crane, Accountant I
Tehama County Sheriff's Office
22840 Antelope Boulevard
Red Bluff, CA 96080

By
3:00 P.M. PST Wednesday April 2nd, 2025

Questions regarding this request for Proposal may be directed to: Jennifer Crane, Accountant I –
jcrane@tehamaso.org

SECTION I - DEFINITIONS

Business Day: Monday through Friday except for holidays as observed per the California Government Code.

Confidential Information: Information in any form that is not generally known and treated as confidential by a party, including business, financial, statistical, and non-public personal information, trade secrets, know-how, applications, documentation, schematics, procedures, Personally Identifiable Information, information covered by legal privilege, and other proprietary information that may be disclosed or incorporated in materials provided to one party by the other, whether or not designated as confidential, whether or not intentionally or unintentionally disclosed, and whether or not subject to legal protections or restrictions.

Contract Materials: finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether copyrighted.

Contract: The agreement between Tehama County and Contractor awarded pursuant to this solicitation.

Contractor: The person or other entity awarded a Contract in conformance with the terms of this solicitation and any subsequently agreed upon terms.

County Data: All information, data, and other content, including Confidential Information and other information whether made available by Tehama County or Tehama County's agents, representatives or users, to a Contractor or potential Contractor or their employees, agents, representatives or Subcontractors, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems: The information technology infrastructure of Tehama County or any of its designees, including computers, software, databases, networks, and related electronic systems.

County: Tehama County

Deliverables: Goods or services required to be provided to Tehama County under the Contract.

DUNS (Data Universal Numbering System): a proprietary nine-digit number issued by Dun and Bradstreet, Inc. to identify unique business entities.

Force Majeure: An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the Contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Hosting: Storage, maintenance, and management of hardware, software, and Tehama County Data by a party other than Tehama County, on machines and at locations other than those operated by Tehama County, where a party other than Tehama County has regular responsibility for back-up, disaster recovery, security, upgrades, replacement, and overall responsibility for ensuring that all hardware and software continues to function as intended.

Key Employee: Employees of the Contractor jointly identified by Tehama County and the Contractor as possessing unique skill and experience that was a material consideration in Tehama County's decision to award a contract.

Maintenance Updates: Any revision, update, improvement, modification, enhancement, correction, bug fix, patch, or new release for a system, platform, software or other product, including any change made as a result of applicable federal, State, or local law.

Major Change: A change to the specified performance, maintainability, operation, power requirements, compatibility, measurement, user interface, reliability, quantity, scale, quality, terms, delivery method, or

requirement of any product or service that affects the obligations of the parties or reflects a substantial alteration in circumstances surrounding the agreement or is of such a nature that knowledge of the change would affect a person's decision-making process.

PII (Personally Identifiable Information): information in any format that can be used to identify a specific individual, either used alone or combined with other private or public information that can be linked in some way to a specific individual.

Project Manager: The individual identified by Tehama County as Tehama County's primary contact for the receipt and management of the goods and services required under the Contract.

PST: Pacific Standard Time, including Pacific Daylight Time when in effect

Subcontractor: Firms engaged by the Contractor to perform work or provide goods pursuant to the Contract, including vendors and suppliers

Task Order or Purchase Order: A written request from Tehama County to a vendor to provide goods or services, indicating types, quantities, prices and delivery criteria.

SECTION II - INSTRUCTIONS FOR PROPOSERS

2.1 PRE-SUBMITTAL ACTIVITIES

A. Questions, Comments, Exceptions

Read the entire RFP and all enclosures before preparing your proposal. Submit questions, comments, and exceptions, including notifications of apparent errors, to Jennifer Crane, Accountant I at jcrane@tehamaso.org by the Deadline for Questions, Comments and Exceptions. Questions and comments received after the deadline may not be acknowledged.

Questions and Comments Due: Friday, March 21, 2025

Addendum Issued: Thursday, March 27, 2025

Bids Due: Wednesday, April 2, 2025

(1) Request for changes

If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Failure to submit requests by the deadline will be deemed a waiver of any exception. The County's consideration of a suggestion does not imply acceptance. If sufficient proposals are received with no requested changes, the County may reject those requested changes.

(2) Request for Substitution of Specified Equipment, Material, or Process

(a) Unless otherwise stated in the solicitation, references to items or processes by trade names, models or catalog numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.

(b) If requesting a substitution for a required item, submit requests by the Deadline for Questions, Comments, and Exceptions. Furnish all necessary information required for the County, in its sole judgement, to decide as to the comparative quality and suitability of any suggested alternatives. The County's decision will be final. If alternatives are accepted, the County will issue an addendum to the solicitation.

B. Revisions to the Solicitation

The County may cancel, revise, or reissue this solicitation, in whole or in part, for any reason. Revisions will be posted as addenda on the Tehama County Sheriff's website. No other revision of this solicitation will be valid. Proposers are responsible for ensuring that they have received all addenda from the Sheriff's Office website.

C. Contact with County Employees

Violation of the following prohibitions may result in a proposer being found non-responsible, barred from participating in this or future procurements, and becoming subject to other legal penalties.

(1) As of the issuance date of this RFP and continuing until it is canceled or an award is made, no proposer or person acting on behalf of a prospective proposer may discuss any matter relating to the RFP with any officer, agent, or employee of the County, other than through email, to the Authorized Contact Person, or as outlined in the evaluation or protest procedures.

(2) Proposers may not agree to pay any consideration to any company or person to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract.

D. Pre-proposal conference and site visits

If a pre-proposal conference or site visit is scheduled, answers to questions raised prior to and at the events will need to be emailed to jcrane@tehamaso.org and will be addressed in an addendum that will be posted on the Tehama County website.

2.2 PROPOSAL CONTENT REQUIREMENTS

A. Proposal Format

- (1) Proposals should be created in the following format:
 - Typewritten or prepared on a computer with consecutively numbered pages
 - Arial 12-point font
 - 1" margins on all sides
 - 1.15 line spacing
- (2) Cover Letter - no longer than one page, officially submitting the proposal and signed by an individual authorized to execute legal documents for the proposer, identifying all materials being submitted
- (3) Table of Contents, listing all major topics and their respective page numbers
- (4) Executive Summary - no more than two pages describing the most important elements of the proposal and how the major requirements will be met
- (5) Minimum Qualifications
- (6) Organizational Capacity and Experience
- (7) Exceptions to the solicitation, if any
- (8) References, if requested
- (9) Technical Proposal
- (10) Price Proposal
- (11) Diagrams, plans, specifications, drawings, illustrations, etc.
- (12) Other requested documents, e.g. sample invoices, financial statements

B. Organizational Capacity and Experience

Provide all the following information for the firm that will be responsible for the project.

- (1) Organizational Capacity:
 - (a) Titles and names of staff members who will be on the team, specifying who will be on site and who will be available by telephone or e-mail during roll-out. Include the resume of a dedicated, full-time project manager. Financial Documents.
 - (b) Licenses and license numbers relevant to or required for the project, the names of the holders of those licenses, and the names of the agencies issuing the licenses.
 - (c) If a partnership, the names and contact information for the partners.
 - (d) All subcontractors other than suppliers and their roles. If over 20% of the work will be performed by subcontractors, include a letter of commitment from each subcontractor.
 - (e) The name and address of each proposed subcontractor other than suppliers that will provide services. State the number of years each subcontractor has been in business providing the proposed subcontracted services and specifying the role and responsibility of each subcontractor that will be providing service to the Sheriff's Office.
- (2) Experience
 - (a) The number of years in business providing the requested services.
 - (b) All previous business names, if any, and number of years in business under current and each previous business name.

- (c) A list of all correctional clients for the past ten years, including those currently under contract for commissary services. Indicate the name of the facility, the number of meals served, and type of services provided.
- (d) A list of facilities, if any, where the company provided commissary services in the past five years but no longer does. Explain why the service is no longer provided, which may include loss of business to a competitor or corporate change/buyout. If there are no such facilities, state that.
- (e) At least three references from successfully completed projects of similar nature to that described in this solicitation. Provide the name of the organization for which work was performed, noting whether it was a public agency. Include the name, phone number, and e-mail address of the individual at the organization who was responsible for managing and accepting the work. A project currently underway may be submitted as one of the references. Ensure that contact information is current. If Tehama County is unable to contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.
- (f) Detail any complaints which have been filed against the company, its subsidiaries, parent, or other corporate affiliate, or its subcontractors in the past five years.

C. Technical Proposal

- (a) Describe the technical and management approach to providing the goods and services requested. Address each requirement outlined in this solicitation in the order presented. Responses to requirements that refer evaluators to an exhibit, or another section of the proposal may be deemed unresponsive.
- (b) Explain all responses in such a way as to be understood by staff unfamiliar with industry jargon. Use drawings, diagrams, schematics and illustrations as needed.
- (c) If applicable or requested, include a suggested project schedule with milestones, deliverables, dates, and a project management plan.

D. Price Proposal

- (a) Paper copies: place all cost and pricing data in a separate sealed envelope clearly marked "PRICE PROPOSAL".
- (b) Electronic copies: place all cost and pricing data in a separate file named "PRICE PROPOSAL, RFP – TEHAMA COUNTY JAIL COMMISSARY SERVICES".
- (c) If paper or electronic forms and templates are provided for the Price Proposal, use them without modification. Failure to use the materials provided, or modification of the materials, may result in rejection of the entire proposal.
- (d) Alternative Price Proposals may be submitted, but only in addition to, not in place of, the requested Price Proposal. If submitting an alternative Price Proposal, clearly identify it as an alternative.
- (e) Include prices for the base period of service and if applicable, for each additional year including optional years.

2.3 PROPOSAL SUBMISSION

A. Submit proposals as directed below.

- (1) Hard copy submissions
 - (a) One (1) signed original and five (3) hard copy submissions are also requested, submit proposals with all required documents in a sealed package to the designated County Mailing Address.

Within the package, submit the Technical Proposal and the Price Proposal in separate envelopes. Clearly mark the following information on the outside of the package:

- Proposer Name
- Return address
- Solicitation title
- Solicitation number

Submit hard copy proposals to:

Jennifer Crane, Accountant I
Tehama County Sheriff's
22840 Antelope BLVD
Red Bluff, CA 96080

- (b) Submit proposals and all required documentation to physically reach the designated address by the Due Date and Time.
- (2) Hand-written responses, whether submitted electronically, will be rejected, with the exception that signatures may be hand-written.

B. Errors in Proposals

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities, but such waivers will not modify any remaining RFP requirements.

2.4 PROPOSER CERTIFICATIONS

By submitting a proposal, each proposer certifies under penalty of perjury that:

- Its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process; and
- Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award; and
- Neither proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms or requirements for this solicitation, or has any other actual or potential conflict of interest; and
- Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest between public officers and employees and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

2.5 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn, modified, or replaced at any time prior to the Due Date and Time. After that time, whether a new solicitation is issued for the same subject matter, withdrawal of a proposal may preclude the proposer from participating in the procurement as a proposer or subcontractor, except that an original equipment manufacturer may participate indirectly through a reseller.

2.6 NO COMMITMENT

Neither submission of a proposal nor the County's receipt of proposal materials confers any right to the proposer nor any obligation on the County. This RFP does not commit the County to award a contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiations.

2.7 ESTIMATED QUANTITIES

If the solicitation results in an indefinite quantity or a requirements Agreement, the goods and services requested by the County may be less than the maximum value of the Agreement and there is no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the Agreement.

2.8 PROPOSER SELECTION

At any time in the evaluation process, the County may request clarifications from proposers.

A. Determination of Responsiveness

A responsive proposal conforms to the instructions set forth in this solicitation and any modifications to it. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations cannot have provided an advantage over other proposers.

B. Proposal Evaluation

The County will establish an evaluation committee which will evaluate responsive proposals based on the criteria specified in the solicitation. The committee may then recommend one or more top-ranked proposers for final negotiation of contract terms or may invite one or more proposers for oral presentations and demonstrations, following which those proposers may be allowed to amend their proposals. After evaluating presentations and amended proposals, the committee may recommend one or more top-ranked proposers for final negotiation of contract terms.

C. Determination of Responsibility

The County will make a determination of the responsibility of any proposer under consideration for the award, taking into consideration matters such as the proposer's integrity, compliance with public policy and laws, past performance, fiscal responsibility, trustworthiness, financial and technical resources, capacity, and experience to satisfactorily carry out its responsibilities. The County will notify any proposer found non-responsible and allow the finding to be contested.

2.9 CONTRACT AWARD

A. Award Procedure

Contract negotiations are neither an offer nor an implicit guarantee that a contract will be executed. The Award, if made, will be to the responsive, responsible proposer offering the overall best value to the County for the services and goods described in this solicitation, or as applicable, for a specific portion of the services and goods described. Any agreement reached will be memorialized in a formal agreement using the attached Standard Agreement template.

B. Commencement of Performance

After all parties have signed the Agreement, the County will notify the proposer and performance may proceed. Prior to County execution of the Agreement, no County employee may authorize work. Any work performed prior to that time may be uncompensated.

SECTION III - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

3.1 MINIMUM QUALIFICATIONS

Proposals will be accepted only from organizations that meet the following required qualifications at the time of proposal submission:

- Five years of being regularly and continuously engaged in the business of providing commissary services for correctional facilities with inmate populations of 1000 or more; and
- A minimum of five current commissary accounts; and
- Ability to commence services by the Commencement Date; and
- Existing qualified staff with identifiable support personnel dedicated to the sole purpose of providing Commissary services; and
- Central office capability to supervise and monitor the program ensuring satisfactory provision of services; and
- A certified copy of a current financial report of the company; and
- The proposer is legally authorized to do business in the State of California.

3.2 ORGANIZATIONAL CAPACITY AND EXPERIENCE

Provide all the following regarding the prime proposer and if applicable, all joint proposers.

A. Organizational Capacity

- (1) Titles and names of staff members who will be on the team responsible for the project, as well as the expected availability of the various individuals. If requested, include the resume of a dedicated, full-time project manager.
- (2) All applicable licenses and license numbers relevant to the project, the names of the holders of those licenses, and the names of the agencies issuing the licenses.
- (3) If portions of work are performed by subcontractors, names of proposed subcontractors other than suppliers and descriptions of their respective responsibilities.

B. Experience

- (1) The number of years providing services similar to those contemplated
- (2) The number of years providing services to government entities

3.3 REFERENCES

Provide at least three references from successfully completed projects of similar nature to that described in this solicitation, including the name of the organization for which work was performed, and the name, phone number, and e-mail address of an individual at the organization who was responsible for managing and accepting the work. Ensure that contact information is current. If the County cannot contact the reference because of incorrect or out-of-date information, the reference will be deemed not to have been provided.

3.4 EVALUATION CRITERIA

Proposals will be reviewed by a committee and will be evaluated on the following criteria, listed in order of importance.

- Vendor's operational plan, technological solutions, and transition schedule
- Demonstrated experience and expertise in correctional facilities, including current service in correctional facilities of similar size and volume, as well as experience of staff, district manager and transition team.
- Ability to provide added value programs and menu selection.
- Ability to provide services in coordination with existing commissary staff
- Financial stability and condition.
- Vendors management information system and programs.

SECTION IV - INSURANCE

Provide evidence of insurance for each of the checked categories

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

4.1 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

If the work involves services or goods related to computers, networks, systems, storage, or access to County Data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

A. Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County Data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

B. Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

SECTION V - SCOPE OF WORK AND SPECIAL PROVISIONS

5.1 SCOPE OF WORK

The Tehama County Sheriff's Office operates a commissary program at its detention facility. Because inmates at the facility are not allowed to possess cash money while in custody, they maintain commissary accounts through which they purchase items such as personal hygiene products, snacks, and stationery supplies from the commissary. Family members and friends may contribute to the inmate accounts as well as order commissary items online to be included in the weekly order.

The objective of this RFP is to obtain proposals from experienced commissary operators, particularly operators of correctional facility commissaries, who can furnish, install, operate and manage an off-site commissary program using experienced personnel that are professionally trained for working with correctional facilities.

The selected vendor will regularly deliver a variety of approved items to the facilities. Proposals are requested for "bag-in" deliveries, in which the items are pre-sorted and bagged for individual orders. The County of Tehama will employ one full-time position to assist the contractor with deliveries inside the facilities and will receive hourly compensation for such assistance, billed at the end of each month. Any other personnel needed to fulfill the conditions of the contract will be the sole responsibility of the contractor.

The Sheriff is not seeking operational income but is seeking a vendor who will assist in controlling the cost of goods for the inmate population. The selected vendor will:

- Establish an open, collaborative relationship with the administration and staff of the Sheriff's Office.
- Implement a written commissary program with clear objectives, policies, procedures and annual evaluation of compliance.
- Maintain standards established by the Sheriff's Office.
- Provide 24-hour, 7 days a week, 365 days a year in-house support.
- Provide families and friends of inmates with reliable, secure methods to deposit funds into an inmate's personal fund account at no cost to the County. Methods will include:
 - Secure website for debit/credit card deposits
 - Toll-free telephone for debit/credit card deposits
 - Cashiering kiosks for cash and debit/credit card deposits
 - Any fees charged for these services will be approved by the County

LENGTH OF AGREEMENT

The anticipated duration of the agreement will be for three years, with the term tentatively to begin when contract negotiations are complete and contract is fully executed and will end three years from the date signed, subject to negotiation of a final agreement.

FACILITY AND INMATE DEMOGRAPHICS

There is one adult correctional facility in the County, serving as minimum, medium and maximum-security facility, currently with an average daily population of approximately 97 inmates.

Tehama County Jail (TCJ) is located at 502 Oak St, Red Bluff, CA 96080. There are sixteen (16) housing units (Cells and Dorms) that have the potential capacity to reach one hundred ninety-one (191) varying in size from 1-12 inmates or up to 48 inmates in one dorm. The booking area has Five (5) holding cells. TCJ detains both pre-sentence and sentenced inmates requiring a more secure environment for up to one year. The facility is classified in accordance with Title 15 and Title 24 standards and is made up of federal, State, and County inmates.

MINIMUM QUALIFICATIONS

Proposals will be accepted only from firms able to demonstrate:

- Five years of being regularly and continuously engaged in the business of providing commissary services for correctional facilities with inmate populations of 150 or more
- Ability to commence services by the Commencement Date; and
- Existing qualified staff with identifiable support personnel dedicated to the sole purpose of providing Commissary services; and
- Central office capability to supervise and monitor the program ensuring satisfactory provision of services.
- A certified copy of a current financial report of the company.

REQUIRED SERVICES

Any proposed system must be approved by the Sheriff's Office prior to being deployed. The Sheriff expects that the selected proposer will provide a "turnkey installation", bearing all costs associated with furnishing labor, equipment, and software required to install, maintain, operate, and service the commissary system at the Tehama County Jail Facility. All documentation for the system must be provided within 60 days of contract award.

The following services are the minimum required.

General Commissary Services

- Provide, purchase, and maintain custody of inventory. No inventory will be stored on site.
- Deliver items to the facilities as directed by the Sheriff's Office. Deliveries will be required weekly. Commissary deliveries must be in clear plastic bags.
- Implement technology that delivers efficiencies and enhances the commissary program. This should include the capability of orders being placed via housing unit kiosks.
- Provide a complete computerized inmate accounts system, including all hardware and software. Software must interface to the Black Creek SallyPort inmate management system.
- Provide payment by physical check to the Sheriff's office for the proceeds of each month's activity within 15 days after the end of that month, using agreed-upon calculations.
- Provide a PC workstation with a printer to enable corrections staff to print checks.
- Provide packages of basic need items to those inmates who are "indigent" as designated by the Tehama County Sheriff's Office. These packages will be paid for directly by the Tehama County Jail's Inmate Welfare Fund, with selected items required by Title 15 to be provided. The Contractor will periodically update the basic needs items to ensure compliance with Title 15.
- Provide a written plan with designated personnel to oversee the commissary operation and will interact with designated Tehama County Sheriff's Office liaison to provide professional and technical support.
- Provide for "returns" for orders delivered to inmates who are being released or are otherwise unavailable to receive merchandise.
- Provide a commissary order system listing all approved items and prices.
- The delivery schedule must be mutually agreed upon between the Contractor and the Tehama County Sheriff's Office and may be subject to change.
- Assume all costs for telephone service, faxing, copying and other office expenses associated with the Commissary operation.
- Provide a complete description of the plan for warehouse operations and inventory management.

Computerized Inmate Account Minimum System Requirements

Provide all required hardware and software for a computerized inmate account system offering the following range of features.

Accurate and complete records of commissary activity and the balances of individual inmate accounts.

Multi-terminal, multi-user, and multi-function capability.

The ability of the Sheriff or designated user to process the following types of transactions to occur on an inmate's account:

- Create an account.
- Verify funds in an account.
- Add funds to an account.
- Draw funds from an account in the form of a check or debit card.
- Close an account, producing a detailed statement.
- Pay the balance of a closed inmate account by check or debit card.
- Deduct commissary and other charges in a "live" environment.
- Identify and report on purchases.
- Process credits.
- Change inmate locations.
- Carry negative balances.
- Allow for ad hoc reports.
- Allow for the addition of inmate information to control commissary purchases (e.g., disciplinary controls).
- Verify that all orders are within the commissary limit set by the Sheriff's Office.
- Verify that orders are within the amount available in the inmate's account.

System records must adhere to generally accepted accounting principles and provide a complete audit trail of all transactions, allowing both scheduled and unannounced audits.

Reports must include detailed weekly invoices, cash reconciliation, and records of charges to inmates for other services, such as issued items and work release expenses, with ad hoc reporting capability available in all fields.

Comprehensive checkbook management features must be offered, capable of printing a check registry based on multiple criteria which can be queried by the jail operator.

Security must be provided on several levels, including password control and tracking of transactions by individual and station, with the capability to be customized by the jail site manager.

The Sheriff's Office must be able to restrict orders as to items and amounts based on location, inmate, or facility-imposed restrictions.

Internet / e-Commerce

The proposed commissary system must be customizable and include a web site that is specific to the account. Products offered on the web site must be of municipal security standards. The Contactor must be able to customize the web site with specific language and terminology in accordance with the Sheriff's Office requirements.

Housing Unit Kiosks

At least one kiosk must be provided for each housing unit in the facility, through which the system may be accessed, and orders placed by inmates. A lobby kiosk must be provided for deposits to inmate accounts and the Contractor will be responsible for the pick-up of money from that kiosk for deposit. An additional kiosk will be provided to be located in the intake area of the facility for all new bookings. The same pick-up and deposit arrangements must be maintained by the Contractor. The kiosks must be physically secured and stable, must be tamper-proof, and must comply with any other Sheriff-defined security requirements, while allowing inmates to access:

- A scheduling program that is interactive between the inmate and the facility.
- A request program for inmate's Title 15 legal requirements.
- A grievance program that is interactive and can maintain an unlimited number of characters if desired by the facility.

Support

The selected vendor will be required to provide all the following:

- System hardware and software installation, including cabling if required.
- Training for Sheriff's Office jail personnel.
- System documentation for users.
- Continuing support for the software and hardware throughout the length of the contract, including updates and enhancements as well as problem resolution.
- A toll free 24-hour emergency "hot line" seven days a week for service calls to maintain the system.
- Response to assistance calls within two hours of call placement.
- On-site staff to repair hardware within the next business day of problem notification.

COMMISSARY OFFERINGS AND PRICING

Item specifications

All products and packaging must meet the following specifications:

- Food items must be for individual consumption and must be in the original manufacturer's packaging.
- Food items must be dated and delivered prior to the expiration date. Inmates may return past-dated merchandise for full refunds.
- Containers and packages must be clear or transparent if available.
- All consumable products must be non-alcoholic (mouthwash, etc.)
- No products may be in glass or pressurized bottles

Delivery and Handling

Address each of the following, providing examples and brand names as appropriate.

- Procedures for delivery of commissary items to the facility.
- Quality and inventory control methods and standards.
- Procedures for providing safe, sanitary, and secure commissary service management including supervision and control of labor and internal security of products and equipment available to inmates.
- Procedures for dealing with inmate complaints regarding products and services and minimizing the potential of inmate litigation.
- Commissary items that will be offered, including pricing.
- Any additional equipment necessary for efficient commissary service operation, including hardware or software requirements.

Item Menu and Pricing

Prior to being offered for sale, each item and its price must be approved by the Sheriff or designated staff.

Once an item is offered for sale, price increases must be approved by the Sheriff or designated staff.

Requests for price increases must be in writing and supported by documentation justifying the increase.

No item may be added or deleted, nor may any brand, packaging, or size be changed without prior approval of the Sheriff or designated staff.

TEHAMA COUNTY SHERIFF'S OFFICE RESPONSIBILITIES

The Sheriff's Office staff assigned to the housing areas will identify each inmate for delivery of each inmate's commissary order. In addition, the Sheriff's Office will provide:

- Timely orders for the commissary program.
- Adequate ingress and egress to all commissary services areas.
- Heat, lights, ventilation, and all other utilities, including local intercom and business telephone service at no charge. The telephone may be used only for local business-related calls. Service for non-business-related calls, or long-distance calls whether business or personal, may be provided by a separate telephone, not connected to the Sheriff's Office system, which may be installed at the contractor's expense.
- Personnel to operate the computerized inmate accounts system as it pertains to the handling of cash and the posting of cash received/released from an inmate's account.
- A mutually agreed upon delivery schedule that works in the best interest of jail operation.

Access and Records

Keep full and accurate records of sales and order records in connection with the commissary services. Provide copies of records to the Sheriff or designee on the first working day of the subsequent month or as otherwise requested.

All records must be available for auditing at any time during regular working hours.

Facility inspections may be made by the Sheriff when deemed necessary, with or without advance notice.

Other Services

Additional commissary services not identified will be provided at mutually agreed-upon prices.

TECHNICAL PROPOSAL CONTENTS

Address each item listed below in the Technical Proposal:

Company Information

- Length of time the company has been providing commissary management in institutional and correctional facilities.
- Corporate background and depth of support
 - Number of employees
 - Number of years doing business under current and prior names
- Describe at least five current contracts or business with other correctional commissary service facilities. For each, identify the:
 - Client name and address
 - Contact name and phone number
 - Date of original contract
 - Type/size
- Company achievements in providing correctional commissary service management
- Corporate office organizational structure
- Resume of the Regional Manager and Regional Corporate Support Staff

Menu items

Submit a suggested menu of products with suggested retail prices that include the cost of all services and the percentage profit to Sheriff's Office.

Service and procedures

Describe procedures for managing fulfillment and delivery services, including:

- Procedures for weekly billing and weekly inventory of commissary supplies
- Methods for establishing and revising commissary services policies and procedures

Implementation plan

Propose a timeline and transition plan to show how food delivery will be handled in a seamless fashion at the commencement of the engagement as well as on termination.

SPECIAL CONDITIONS

Contractor Employees

All employees will be required to comply with Sheriff's Office rules and regulations regarding:

- Contact with inmates and conduct on County property.
- Prohibitions on cell phones, cigarettes, alcohol, or other contraband materials.
- Identification cards verifying the individual's employment when on premises.
- Background checks and fingerprinting by the County. Individuals who are indicated as unsuitable will not be allowed in the facilities.
- Any other rules or requirements identified by the Sheriff's Office.

Contract Review

Tehama County Sheriff's Office and the commissary service provider will set dates through the scheduled contract termination date for quarterly review meetings between the Tehama County Sheriff's Office and the commissary personnel for the evaluation and any necessary amendment of the agreement.

The Tehama County Sheriff's Office and the commissary provider will formulate a monthly report form which will establish the basis for the quarterly review sessions.

FINGERPRINTING AND BACKGROUND CHECKS

Selected contractor(s) will be subject to fingerprinting requirements and background checks.

SERVICE LEVELS

The inmate population may change rapidly, as inmates are released, and new inmates are admitted. It is the responsibility of the proposer to maintain adequate stock to meet the required monthly fill rate and reduce the number of credits due.

Defective or unsatisfactory merchandise may be returned for full refunds.

Deliveries

Deliveries will be required weekly. If the normal delivery date falls on a holiday, or if the delivery is not possible for some reason, delivery must be made the following day or as otherwise directed by the Sheriff's Office. Orders submitted at least 24 hours prior to a delivery date will be included with the next scheduled delivery. Orders submitted less than 24 hours prior to the next delivery date may be included with the following scheduled delivery. Substitutions are not allowed unless expressly permitted by the Sheriff. Recurring delivery of products past expiration dates may be cause for contract cancellation.

Minimum Fill Rate

Back-orders will not be allowed. Past-dated merchandise will not be included when calculating delivered merchandise. After an initial three-month start-up period, the completed average monthly fill rate must be 98% or better, calculated by eliminating cancellations and past-dated deliveries, and then dividing the difference between orders submitted and orders delivered by the orders submitted.

orders submitted - cancellations - outdated merchandise = actual deliveries

(orders submitted - actual deliveries) ÷ orders submitted = percent fill rate

Liquidated Damages

To be determined upon final contract negotiation.

SECTION VI - STANDARD TERMS AND CONDITIONS
Standard Form of Agreement
AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND



This agreement is entered into between the County of Tehama, through its Department of -----, (“County”) and ----- (“Contractor”) for the purpose of -----.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall -----

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement -----.

3) COMPENSATION

----- Insert appropriate paragraph from “Compensation, Billing and Payment Standard Paragraphs” (Flat Fee, Fee Schedule or Actual Cost) provided with this agreement. -----

4) BILLING AND PAYMENT

----- Insert appropriate paragraph from “Compensation, Billing and Payment Standard Paragraphs” (Flat Fee, Fee Schedule or Actual Cost) provided with this agreement. -----

5) TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate -----, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days’ written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this

agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by -----.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. The Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work

hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. The Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. The Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances

provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall

be sent first class mail to the following addresses:

- a. If to County: -----
 - i. -----
 - ii. -----

- b. If to Contractor: -----
 - i. -----
 - ii. -----

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County’s own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27) ----- OPTIONAL AND ADDITIONAL PARAGRAPHS (See Policy & Procedure, page 5, #D), as specifically required by the department and/or circumstances, may be inserted here. If none, delete this paragraph. -----

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

CONTRACTOR NAME (BOLD/CAPITAL LETTERS

Date: _____

The following information is required for the agreement to be approved:

Contractor Number

Vendor Number

Budget Account Number

Vendor/Contractor email address

Vendor/Contractor phone number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claim made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.