

**YUBA COUNTY SHERIFF DEPARTMENT
REQUEST FOR PROPOSAL
SHRF-4-2009-06**

**UPGRADE OF 911 SYSTEM
June 10, 2009**



**Proposal Due Date: July 15, 2009
By 2:00 P.M. PST**

I. PROJECT BACKGROUND

The County of Yuba ("County") seeks to upgrade/replace its existing 9-1-1 telephone system, also referred to as "Customer Premise Equipment" (CPE). This system is used in the County's Dispatch Center for the processing of incoming 9-1-1, Seven-Digit emergency telephone calls, accepting and processing Phase I and Phase II wireless 911 phone calls directly as well as handling other administrative and allied-agency telephone traffic. The County's Dispatch is the primary Public Safety Answering Point (PSAP) for the County, and dispatches Sheriff, Police, and Fire/EMS calls for service as well as Animal Control calls.

The County has sought and received its "pre-authorization" for 9-1-1 CPE procurement from the State of California, 9-1-1 Emergency Telephone Program Office.

The County is seeking the upgrade and/or replacement of its existing 9-1-1 CPE with state-of-the art hardware and software that will provide its public safety dispatchers with the tools they need to answer and process calls for service in a rapid and efficient manner. In addition, the County desires to position itself to be on the leading edge of next-generation 9-1-1 technologies, so that it is prepared to process 9-1-1 calls from "non-traditional" sources, such as Internet telephony, voice-over-IP (VOIP), telematics providers, and wireless devices such as phones, PDA's, and other devices. **Proposals that include hardware, software, and services that advance the County towards this goal will be favored.**

Existing 9-1-1 CPE Configuration

Electronics room is located in the Courthouse 3rd floor; Dispatch Center is located on first floor. Positron Models 911214, 600311-1, and 600321/1R.3 make up the 9-1-1 telephones. There are Five-Radio Channels consisting of 24-pre-programmed frequencies for various law enforcement agencies and medical channel communications. There are seven 9-1-1 lines. Radio equipment is Moducom Ultra-Com NT Digital Communication Console System, installed in 1999. Recording system is Dictaphone Freedom using Microsoft Windows 98 system.

II. SCOPE OF WORK

The County requires that the CPE hardware/software is tightly integrated with the County's Computer Aided Dispatch (CAD) system and mapping system.

The County also requires that the CPE hardware/software is tightly integrated with the County's phone system. Currently, the phones have some Mitel and AT&T Centrex lines separate from 911 lines.

The County plans to participate in the State's Phase II wireless implementation program to receive wireless call from Wireless Service Providers in the region. The proposed system, including hardware, software, and services, shall be capable of accepting and processing wireless 9-1-1 calls, and providing the wireless 9-1-1 "ALI Format 04" via the CAD interface. It must be capable of "rebidding" ALI information and displaying Phase II data as provided by the WSP and the LEC. The CPE equipment must provide the same functionality for wireless calls as it does for wire line. This includes the one button ANI callback feature and enhanced ALI service (EAS).

In accordance with the State of California 9-1-1 Program Office procurement policy and state contract #DGS-0026, the vendor selected by the County shall incorporate these specifications into a detailed "Statement of Work" (SOW), as well as the development of a detailed list of equipment, software, and services to be purchased. The SOW, list of equipment, software, and services, as well as the County's purchase order will be subject to review and approval by the County of Yuba, as well as the State of California 9-1-1 program office.

Consultant shall be responsible for providing equipment, installation, interfacing, conversion, training and maintenance for the most current model of the following:

- Positron VIPER
- POSITRON SENTRY
- POWER MIS
- POWER 911

Optional:

- Four (4) Workstations
- Power LVR (Logging Voice Recorder) – 24 channels (per Glenda)
- The Resource - Dispatch Control System
- Power Map – Integrated Mapping For Public Safety
- EPrinter – Electronic Call Detail Records Management

Consultant must provide lowest available prices to County including but not limited to CMAS, WSCA, etc. Prices shall be valid for a period of sixty days from closing date of this RFP. The County will entertain proposals that call for the installation of the above equipment, but only to the extent that the cost of the proposed system plus maintenance does not exceed the County's allotment from the State 9-1-1 Program Office. If the proposed system is capable of making use of existing CPE equipment, the County will consider using the existing equipment.

Installation

- All CPE equipment installation will be the responsibility of the vendor.
- Equipment must be installed and certified ready for acceptance testing by the specified Installation Date identified in KEY DATES Section. Such certification must be in writing and presented to the individual specified in the contract.
- Downtime during cutover from the existing system to the new system will be minimized and will not exceed one (1) hour during early morning hours at a time specified by County.
- At County's discretion, vendor may be required to dispose of the existing CPE equipment not desired by the County in accordance with applicable State and County regulations.
- Existing equipment must be wiped by County IT department.
- Any additional racks needed and installation of said racks will be the responsibility of the vendor.
- Vendor is responsible for making necessary arrangements with County to ensure that installed equipment interfaces to County equipment as required by County.
- The equipment is to be integrated into the County network, not isolated outside of the County network.

Data Conversion

- Conversion and programming of all speed dials will be the vendor's responsibility, with up to 36 speed dials.
- Conversion of any Call Data Records (CDR's) requested by the County will be the vendor's responsibility.

Interfaces

- The CPE system must interface with the Sunguard HTE CAD system and pass full Automatic Number Identification (ANI) and Automatic Location Identification (ALI) information to CAD. Vendor will be required to provide assistance to County for integration. The County will provide the specifications for the interface.
- The CPE system must interface with the mapping system and pass full ANI/ALI data to the application. The County will look favorably on a vendor that can provide the ANI/ALI information of incoming 9-1-1 calls both on and off hook to the mapping application. It will be the vendor's responsibility to integrate the systems. The County will provide the specifications for the interface with the mapping application.

Training

The County requires training for its 9-1-1 PSAP system administration personnel including IT personnel, as well as (if necessary) PSAP "agents" (public safety

dispatchers). Vendors should propose a complete suite of system administration classes, including, but not limited to "advanced" administrator training courses covering both the 9-1-1 phone system and server, and the MIS system. Unless stated otherwise, it is assumed that the proposed training is to be conducted at a training room within the County.

System Support and Maintenance

As set forth in the State's Master Purchase Agreement, the system and all components shall include a one year parts and labor warranty. The proposal shall also include the costs for extended warranty maintenance and support for four (4) additional years, for a total of five years. In no case will the County bear costs associated with the repair or replacement of hardware or software that requires warranty service. This includes the configuration or re-configuration of replacement hardware, as well as the re-installation of operating system or application software provided with the new or upgraded 9-1-1 CPE system during the warranty and maintenance period. Vendor must provide 24 X 7 phone support and maximum response time of two (2) hours or less for a catastrophic failure.

Deliverables

- Equipment listed in Section II, Scope of Work
- Fully functioning (County defined) interfaces with the following systems:
 - a. Sunguard Computer Aided Dispatch (CAD)
 - b. GTG Looking Glass Mapping Application
 - c. County net clock
- Removal of the existing CPE equipment at discretion of County
- Installation of new equipment
- Migration to new system not to exceed eight (8) hours MIS system
- Administrative training for five (5) system administrators
- Workstation training for thirteen (13) public safety dispatchers
- Conversion and programming of all speed dials and Call Data Records requested by County
- Installation within a time frame acceptable to County (amendable if County requests changes to contract)
- Maintenance agreement as described in this document
- Four (4) fully functioning workstations as an option

III. ACCEPTANCE CRITERIA

- The equipment and/or software proposed to meet the requirements of this RFP must be installed at the location and fully operational on or before the Ready-for-Use Date(s) specified by County.
- Acceptance testing will be to County requirements not baseline specifications.

- Acceptance testing will not be completed until the system interfaces are fully integrated and functioning to County's requirements.
- 911-Copyover from 911 equipment to YCSO CAD Equipment.
- Conduct 911 calls into YCSO to ensure all "Hot-Button" transfers are working and routing properly.
- Conduct 911 Trunk tests from various County locations.
- ALT ANSWER: Ensure 911 Transfer's to Sutter County Sheriff is functioning properly.
- ALT ANSWER: Ensure 911 Take-Back of transfers from Sutter County Sheriff is functioning properly.
- ALT ANSWER: Ensure Yuba County Sheriff can take over Sutter County Sheriff's 911 calls.
- The warranty period will begin after the final acceptance is completed.

IV. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated in relation to all aspects of this Request. Nevertheless, the contract, if awarded, will be awarded to the Vendor whose proposal is considered the best value to the County.

The following criteria will be used to evaluate vendor proposals:

- System Configuration including MIS system
- Compliance with RFP specifications and State Of California Master Purchase contract provisions and system specifications
- Ability to parse ALI record
- Ability to accept VOIP or IP voice and data
- Ability to interface with GTG Looking Glass mapping application
- Ability to interface with the Sunguard CAD system
- Past performance and references
- Maintenance agreement and response time
 - State 911 Operations Manual clearly identifies that customer equipment is to be maintained for 5-years after installation, to include 1-year of system warranty and 4-years of system maintenance.
- Hourly rate of installation team
- Delivery Time
- Completion Time
- Training
- Total cost of project

Best value will be determined based on price, responsiveness, and responsibility:

- a) The lowest price is determined by the total cost to the County for the entire project. Cost shall constitute 60% of the evaluation score.

- b) Responsiveness means a Vendor who has submitted a proposal which conforms to the technical and administrative requirements of the solicitation documents in all material aspects. Responsiveness shall constitute 25% of the evaluation score.
- c) A responsible Vendor shall mean a Vendor who has the capability, in all respects, to fully perform the contract requirements and the moral and business integrity and reliability which will assure good faith performance. Qualifications and experience of Vendor will be taken into consideration. Responsibility shall constitute 15% of the evaluation score.

V. PROPOSAL REQUIREMENTS

- a) Provide a brief history of the organization including type of organization, size, registration, and affiliation. Vendor must demonstrate specific project expertise related to this project and the technical experience, facilities, capabilities, and financial resources necessary to perform the work in a satisfactory manner.
- b) Provide a brief statement indicating an overall understanding of the project.
- c) Provide Detailed Price Proposal listing requirements of RFP.
- d) Provide a list of each member of the project team to be utilized on this project. List the project team's qualifications and past experience in the projects area of concern (i.e., phone system engineering, phone system installation, etc.). Include a list of qualifications and experience of subcontractors expected to be engaged in any work.
- e) Provide a list of references for each member of the project team (name, address and phone number) for recent similar work (at least three). Project list should include name of project, project manager, project cost, date, and client contact person.

VI. ADDITIONAL VENDOR REQUIREMENTS

- a) Verify specifications of RFP and working details are not in conflict with manufacturer instructions and State requirements. It is the Vendor's responsibility to familiarize themselves with existing conditions.
- b) Execution of Agreement by selected Vendor shall constitute acknowledgement by Vendor that the specifications can be satisfactorily executed. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions. The final contract(s) resulting from this RFP will incorporate the appropriate terms and conditions from this solicitation.

- c) Vendor personnel must also have three years (3) of recent experience in working on projects of similar scope.
- d) All work shall be done at a time and in a manner that offers minimum interference and disruption to the normal activities of the facilities. Vendor must comply with all facility and security guidelines. Background security checks and clearance, at vendor's expense, may be required for all vendor personnel working on this project.
- e) All work performed shall be in compliance with appropriate OSHA standards, as well as all Federal, State, County, and local ordinances and regulations. Vendor must obtain all licenses and permits required.
- f) All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representative.
- g) Any additional work or change orders require prior written approval by County. All work performed and completed under the resulting agreement is subject to the acceptance of the County or its authorized representatives. Failure to take corrective action within 24 hours after personal or telephonic notice by the County's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the County taking whatever corrective action it deems necessary. All costs resulting from such action by the County will be claimed against Vendor.
- h) Vendor shall furnish to the County, *upon award of contract*, copies of any licenses required for work being performed and certificate of insurance naming the County as an additional insured party. Detailed insurance requirements are attached.
- i) Interested vendors must provide a signed **Waiver and General Release, Confidentiality Statement**, and **Notice of Intent to Respond** (attached) to the Purchasing Office by 5:00 P.M. PST on **June 22, 2009**. These can be faxed to 530-749-7884 or emailed to: amehta@co.yuba.ca.us.
- j) A **pre-proposal conference** will be held on **June 24, 2009 at 10:00 A.M. at the Yuba County Sheriff Department located at 215 5th St., Marysville, CA**. While attendance is not mandatory, the County anticipates that the information provided will be very helpful and will improve proposals; therefore, interested vendors are encouraged to participate.
- k) Five copies of the include the following with your proposal, in this order:
 - Statement of Qualifications
 - Financial Condition

- Project Understanding
- Scope of Work and Technical Requirements
- Proposed Documentation of Completed Work
- Proposed Training
- Project Schedule
- Detailed Price Proposal

VII. **SUBMITTAL INSTRUCTIONS**

- a) **Intent to Respond.** Interested vendors must submit a Notice of Intent to Respond for this procurement. Only those Vendors acknowledging interest in this RFP will continue to receive additional correspondence throughout this procurement. The Notice of Intent should identify the contact person for the solicitation process, plus include an email address, a phone, and fax number. See Form Attached. The County is responsible for notifying one (1) contact person per vendor. It shall be the Consultant's responsibility to immediately notify the Point of Contact identified in Section IX e) in writing, regarding any revision to the information. The County shall not be responsible for proposal correspondence not received by the vendor if the vendor fails to notify the County, in writing, about any change pertaining to the designated contact person.
- b) **Confidentiality Statement.** To preserve the integrity of the security and confidentiality measures integrated into the County's automated information systems, the County requires vendors coming into contact with confidential County information to exercise security precautions for such data that is made available. Each vendor is required to sign the Confidentiality Statement attached and submit it by the date specified.
- c) **Proposal Submittal:** Before submitting a proposal, Vendors shall fully inform themselves as to all conditions and limitations and shall include in the proposal a sum to cover the cost of all items. Five (5) copies of Proposal must be submitted in a sealed envelope, clearly marked "911 System Upgrade" to:

Yuba County Department of Administrative Services
Attn: Purchasing and Contracts
915 Eighth Street, Ste. 119
Marysville, CA 95901

- d) **Proposal Due Date:** In order to be considered, proposals must be received at the above address not later than **2:00 P.M. PST., Wednesday, July 15, 2009**. A proposal may be withdrawn by written request received from the County prior to the time set for the closing date.
- e) **Proposal Opening:** No responsibility will attach to a County employee for the premature opening of a proposal not properly addressed and identified.

Proposals will not be publicly opened. Proposals will be privately reviewed and evaluated by a County evaluation team. To the fullest extent allowed by law, RFP's will not be public record until discussion and negotiations with Respondents have been completed, as such premature disclosure would jeopardize the County's and the Respondents negotiating interests.

- f) **Proposal Validity:** Proposals must be valid for a period of not less than ninety days after the solicitation closing date.

VIII. KEY DATES

Listed below are the important actions and dates and times by which the actions must be taken or completed.

<u>ACTION</u>	<u>DATE/TIME</u>
1. Release of RFP	<u>6/10/09</u>
2. Last day to submit questions for clarification of RFP for Pre-Proposal Conference	<u>6/19/09</u>
3. Last day to submit Notice of Intent to Respond, Confidentiality Statement and Waiver and General Release (Attached)	<u>6/22/09</u>
4. Pre-proposal Conference 10:00 A.M. PST at Yuba County Sheriff Department, 215 5 th Street, Marysville, CA 95901	<u>6/24/09</u>
5. Last day to submit final questions for clarification of RFP prior to submittal of Proposals	<u>6/30/09</u>
6. Submission of <u>Final</u> Proposals by 2:00 P.M. PST to Yuba County Administrative Services, Attn: Purchasing and Contracts, 915 8 th St. Ste. 119, Marysville, CA 95901	<u>7/15/09</u>

IX. TERMS AND CONDITIONS

Proposals are subject to the following terms and conditions:

- a) **Right to Cancel:** The County reserves the right to cancel this Request for Proposal for any reason and at any time without any liability to any vendor. This solicitation does not constitute a contract, offer of employment, or offer of purchase. The County makes no representation that any contract will be awarded to any respondent to this solicitation. The County also reserves the right to reject any or all proposals submitted at any time.

- b) **Right to Waive:** The County also reserves the right to waive any irregularities or technicalities and to request re-bids should it be deemed in its best interests to do so.
- c) **Contract Term:** The term of the agreement resulting from this solicitation will be approximately six months beginning approximately August 2009.
- d) **Contract Form:** The final contract will incorporate the appropriate terms and conditions from this solicitation.
- e) **Point of Contact:** Ann Mehta, Assistant Purchasing Agent, is the designated contact person for questions related to this Request for Proposal. Please submit questions in writing to the address listed above in Section VII C, or by e-mail to: amehta@co.yuba.ca.us Answers to questions and any addenda will be posted on the Yuba County Purchasing and Contracts website: www.co.yuba.ca.us (under Current Solicitations link on the left.)

Ann Mehta,
Assistant Purchasing Agent
(530) 749-7882

NOTICE OF INTENT TO RESPOND
YUBA COUNTY SHERIFF DEPARTMENT
REQUEST FOR PROPOSAL
UPGRADE OF 911 SYSTEM

This is to notify you that it is our present intent to:

☐ Submit

☐ Not Submit

a proposal in response to the above referenced IFB/RFP. The individual to whom all information regarding this RFP should be transmitted is:

Name: _____

Address: _____

City, State, & Zip _____

Phone Number: _____ Fax Number: _____

Email address: _____

We are enclosing, as requested, the following completed documents:

(A) Signed Confidentiality Statement

(B) Waiver of Liability and General Release

___ We concur with the proposed contract language as presented in the RFP.

***If declining to bid, please state reason(s) why:**

Sincerely,

Name (Signature)

Company

Print Name

Title

() _____
Phone Number

Fax Number

Email Address

COUNTY OF YUBA

VENDOR CONFIDENTIALITY STATEMENT

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the County for the purpose of responding to RFP # SHRF-4-2009-06 or in conjunction with any contract arising therefrom. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the County will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the County and third parties. I authorize the County to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the County that such third party has an agreement with the County similar in nature to this one.

(Signature of representative)

(Date)

(Print name of representative)

(Phone #)

(Company Name)

(Company Address)

**Waiver and General Release Re:
Access to County Of Yuba Properties
Request For Proposal
Upgrade of 911 System**

In consideration of receiving a limited and permissive right to enter COUNTY OF YUBA properties, IT IS AGREED THAT the undersigned hereby release the COUNTY OF YUBA, its agents, officers, directors, attorneys and employees (collectively referred to hereinafter as "COUNTY") to the greatest extent provided for under law for the following matters that arise in any way out of the activities specified herein:

1. Any and all claims for personal injury or death to the undersigned, whether or not caused in whole or in part by the negligence or other acts or omissions of COUNTY, except for COUNTY's active negligence, and regardless of whether such injury is caused in whole or in part by the undersigned, whether alone or together with or in association with others;
2. Any and all claims for any real or personal property damage, whether or not the property is owned by or in the custody or possession of the undersigned, and whether or not caused by COUNTY or others, except for COUNTY's active negligence, and regardless of whether the damage is caused in whole or in part by the undersigned;
3. Any and all claims for any damage, injury, loss, expense or liability incurred or arising from any act or omission of the COUNTY, any individual, company or agency in relation to transportation services to or from COUNTY facilities; and
4. Any and all claims for any damage, injury, loss, accident, delay, irregularity, indebtedness, expense or liability incurred or arising from weather, illness, or federal, state, county or COUNTY rule, regulation or restriction.

IT IS FURTHER AGREED that the undersigned will, to the greatest extent authorized under law, indemnify, defend, hold harmless and release the COUNTY from any and all claims, demands, actions, and damages, including but not limited to attorneys' fees and reasonable costs, brought against the COUNTY for any injury arising out of or caused by the undersigned's negligence or any acts, omissions or conduct of the undersigned in relation to and arising out of the activities specified in this Waiver and General Release.

IT IS FURTHER AGREED that the undersigned understands, consents, and agrees to the terms and conditions set forth above, and that his/her consent and agreement to this Waiver and General Release is a condition precedent to COUNTY's grant of a limited and permissive right of entry.

The foregoing is agreed to this _____ day of _____, 2009:

PRINTED NAME

COMPANY NAME

TELEPHONE #

() _____

FAX #

Signature

() _____

INSURANCE REQUIREMENTS

E.1 MINIMUM SCOPE OF INSURANCE. CONSULTANT 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 hereunder by the CONSULTANT, his agents, representatives, employees, or subcontractors. If CONSULTANT fails to maintain the Insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONSULTANT.

E.1.1 Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01)
- b. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Errors & Omissions Liability insurance appropriate to the CONSULTANT's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

E.1.2 Minimum Limits of Insurance. CONSULTANT shall maintain limits no less than:

a. General Liability: (including operations products and completed operations, as applicable.)	\$2,000,000	Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
b. Automobile Liability:	\$1,000,000	Per accident for bodily injury and property damage.
c. Workers' Compensation:	As required by the State of California	
d. Employer's Liability:	\$1,000,000	each accident, \$1,000,000 policy limit bodily by disease, \$1,000,000 each employee bodily injury by disease.
e. Errors & Omissions Liability:	\$1,000,000	per occurrence.

E.1.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E.1.4 Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The COUNTY, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; or automobiles owned, leased or borrowed by the CONSULTANT.
- b. For any claims related to this project, the CONSULTANT'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 the CONSULTANT's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the COUNTY.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverage's are written on a claims-made form:

- a. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the COUNTY for review.
- e. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

E.2 Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, its employees, agents and subcontractors.

E.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

E.4 Verification of Coverage. CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the COUNTY or on other than the COUNTY's forms provided those endorsements conform to COUNTY requirements. All certificates and endorsements are to be received and approved by the COUNTY 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.

E.5 Sub-Contractors. CONSULTANT shall require and verify that all sub-contractors maintain insurance meeting all the requirements stated herein.