

Vendor Insurance Attestation

Project Title: HOPE THE MISSION ARCHITECT

Company Name ("Vendor"):

Vendors should not submit a Certificate(s) of Insurance ("COI") as part of the RFB packet. COIs will be requested from the vendor upon selection, and will be required within 14 days of notification. A contract will not be signed until insurance requirements are validated.

Should a vendor be awarded the contract, vendor must provide an Acord 25 form (or equivalent), indicating their programs of insurance specified below. Insurance requirements must be specified in any agreement formulated from this inquiry, without limiting vendor's indemnification of CCRC, and must be maintained during the term of any agreement formulated. Such insurance must be primary and not contributing with any other insurance or self-insurance programs, must be maintained at vendor's own expense, and must apply with respect to liability arising from or related to vendor's acts, omissions, or operations.

Neither CCRC's failure to obtain, nor the CCRC's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the vendor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the required insurance provisions. Vendor's failure to maintain or to provide acceptable evidence that it maintains the required insurance will constitute a material breach of the award, upon which CCRC immediately may withhold payments due to vendor, and/or suspend or terminate this award. CCRC, as its sole discretion, may obtain damages from vendor resulting from said breach. CCRC expressly reserves the right to change, modify, or remove insurance requirements without notice.

General Information

A COI with coverage satisfactory to CCRC must be provided prior to commencing services under this award. COIs must identify all required insurance coverage types and limits specified herein, reference the project address(es), and be signed by an authorized representative of the insurer(s). The insured party named on the COI must match the name of the vendor identified as the contracting party in this award. COIs must provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, and if applicable, list

any CCRC required endorsement or waiver forms. The certificate holder information should be listed as “Child Care Resource Center Inc, 20001 Prairie St, Chatsworth CA 91311.”

Additional Insured

CCRC, and if applicable, the property owners (list provided upon award) and each of their officers, officials, employees, and volunteers (collectively “Insured Parties”), are to be covered as additional insureds on all policies required (with the exception of Workers Comp), with respect to liability arising out of this agreement, including materials, parts, or equipment furnished.

Subcontractors

Should vendor be awarded the contract and wish to use subcontractors, vendor must ensure all subcontractors performing services under subsequent agreement(s) comply with CCRC vendor insurance requirements by either:

- Providing evidence that vendor's own insurance covering the activities of subcontractor, or
- Providing evidence submitted by subcontractor(s) demonstrating that subcontractor(s) hold(s) the required insurance coverage.

CCRC retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

(Initial)

Will you be using subcontractors?

Yes

No

Coverage Requirements and Attestation

Coverages listed below with an "X" are required for this RFB. Vendor's must read each requirement thoroughly, initial in acknowledgement, and attest to their organization's compliance.

Commercial General Liability

General Liability coverage should be marked as "per occurrence," with limits not less than the following:

- \$1,000,000 Each Occurrence,
- \$1,000,000 Personal and Advertising Injury,
- \$2,000,000 General Aggregate (if service is construction based, general aggregate should be "per project"), and
- \$2,000,000 Completed/Operations Aggregate.

Vendors deemed high-risk will obtain and attach any endorsement that may be necessary to affect Additional Insured status (see [Endorsements and Waivers](#) below).

(Initial) Currently Have Will Obtain
 N/A (please explain): _____

Commercial Automobile Liability

It is preferred Automobile Liability be marked as "any auto," but at minimum "hired autos, scheduled autos, and non-owned autos" must be marked, with limits not less than the following:

- \$1,000,000 Combined Single Limit Each Accident.

Vendors deemed high-risk will obtain and attach any endorsement that may be necessary to affect Additional Insured status (see [Endorsements and Waivers](#) below).

(Initial) Currently Have Will Obtain
 N/A (please explain): _____

Workers Compensation and Employers' Liability

Workers Compensation and Employers' Liability should be marked as "per statute," with limits not less than the following:

- \$1,000,000 Each Accident,
- \$1,000,000 Disease – Each Employee, and

- \$1,000,000 Disease – Policy Limit/Aggregate.

Vendors deemed moderate- or high-risk will obtain and attach any endorsement or waiver that may be necessary to waive right to subrogation (see [Endorsements and Waivers](#) below).

_____ (Initial) Currently Have Will Obtain
 N/A (please explain): _____

Umbrella or Excess Liability

Umbrella or Excess Liability should be marked as “per occurrence,” with limits not less than the following:

- \$3,000,000 Each Occurrence.
- \$5,000,000 Each Occurrence.

Vendors deemed high-risk will obtain and attach any endorsement that may be necessary to affect Additional Insured status (see [Endorsements and Waivers](#) below).

_____ (Initial) Currently Have Will Obtain
 N/A (please explain): _____

Abuse and Molestation

Abuse and Molestation should be marked as “per occurrence” or “per claim,” with limits not less than the following:

- \$1,000,000 Each Occurrence, and
- \$3,000,000 Aggregate.

_____ (Initial) Currently Have Will Obtain
 N/A (please explain): _____

Professional Liability/E&O

Professional/Product Liability or Errors & Omissions (“E&O”) Liability should be marked as “per occurrence,” with limits not less than the following:

- \$1,000,000 Each Occurrence, and
- \$3,000,000 Aggregate.

_____ (Initial) Currently Have Will Obtain
 N/A (please explain): _____

Cyber/Media Liability

Cyber/Media Liability should be marked as “per occurrence,” with limits not less than the following:

- \$1,000,000 Each Occurrence, and
- \$1,000,000 Aggregate.

_____ (Initial)

Currently Have Will Obtain

N/A (please explain): _____

Environmental/Pollution Liability

Environmental/Pollution Liability should be marked as “per occurrence,” with limits not less than the following:

- \$1,000,000 Each Occurrence, and
- \$1,000,000 Aggregate.

_____ (Initial)

Currently Have Will Obtain

N/A (please explain): _____

Janitorial Bond

A Janitorial Bond with limits not less than the following:

- \$50,000 Each Occurrence.

_____ (Initial)

Currently Have Will Obtain

N/A (please explain): _____

Endorsements and Waivers

Additional Insured

An Additional Insured Endorsement must be attached for:

- Commercial General Liability policy,
- Automobile Liability policy, and/or
- Umbrella/Excess Liability policy.

_____ (Initial)

Currently Have Will Obtain

N/A (please explain): _____

Waiver of Subrogation

A Waiver of Subrogation must be attached for:

- Workers Compensation and Employers' Liability policy.

(Initial)

Currently Have Will Obtain

N/A (please explain): _____

Appendix

Appendix A

Example COI

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 00/00/0000														
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																		
PRODUCER SAMPLE PRODUCER 123 Demo Ln Demo City, CA 00000		CONTACT NAME: SAMPLE PRODUCER NAME PHONE (A/C, No, Ext): 000-000-0000 FAX (A/C, No): E-MAIL ADDRESS: sample@producer.com																
INSURED SAMPLE VENDOR dba: Example Vendor 456 Demo Ln Demo City, CA 00000		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : SAMPLE INSURER A</td> <td>00000</td> </tr> <tr> <td>INSURER B : SAMPLE INSURER B</td> <td>00000</td> </tr> <tr> <td>INSURER C : SAMPLE INSURER C</td> <td>00000</td> </tr> <tr> <td>INSURER D : SAMPLE INSURER D</td> <td>00000</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : SAMPLE INSURER A	00000	INSURER B : SAMPLE INSURER B	00000	INSURER C : SAMPLE INSURER C	00000	INSURER D : SAMPLE INSURER D	00000	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																	
INSURER A : SAMPLE INSURER A	00000																	
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INSURER C : SAMPLE INSURER C	00000																	
INSURER D : SAMPLE INSURER D	00000																	
INSURER E :																		
INSURER F :																		
COVERAGES		CERTIFICATE NUMBER: 1126833612		REVISION NUMBER:														
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																		
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS											
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		SMPLA000000	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$											
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		SMPLA000000	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$											
<input checked="" type="checkbox"/>	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		SMPLA000000	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$											
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SMPLB000000	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000											
<input type="checkbox"/>	Professional Liability Professional Liability	Y Y		SMPLC000000 SMPLC000000			Per Occurrence \$ 1,000,000 Aggregate \$ 3,000,000											
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: 1234 Sample St, Suite 100, Sample City, CA 00000 Child Care Resource Center, Inc. and SAMPLE PROPERTY OWNER are named as Additional Insureds on all coverages where legally permitted. Waiver of Subrogation applies in regard to Workers Compensation. Endorsements attached. Primary and Non-Contributory Wording apply to requested entities if required by written contract and per the attached endorsement(s). Umbrella underlying coverages are General Liability, Auto Liability, and Employers Liability. Umbrella follows form over the General Liability, Auto Liability, and Employers Liability.																		
CERTIFICATE HOLDER				CANCELLATION														
Child Care Resource Center, Inc. 20001 Prairie St. Chatsworth, CA 91311				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Producer Signature</i>														

Appendix B

Example Endorsements

Policy # **SMPLA000000**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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POLICY NUMBER: **SMPLA000000**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
CONTRACTORS - PRODUCTS/COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract or written agreement. Such person or organization is an additional insured but only with respect to liability for "bodily injury" or "property damage":

1. Caused by "your work" performed for that additional insured that is the subject of the written contract or written agreement; and
2. Included in the "products-completed operations hazard".

However:

- a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

B. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

1. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
2. "Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.

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b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

Policy # **SMPLA000000**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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Appendix C

Example Waiver

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization as required by written contract.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	4/1/2022	Policy No.	SMPLC000000	Endorsement No.	0
Insured	SAMPLE VENDOR			Premium \$	
Insurance Company	SAMPLE INSURER C				

Countersigned by _____