



**BOONE COUNTY, MISSOURI**  
**Request for Proposal #: 28-24JUN14 – Pilot Programs that Provide Innovative  
Service - Boone County Community Children's Services**

**ADDENDUM #3 - Issued June 16, 2014**

This addendum is issued in accordance with the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's Proposal Response.

Scope of Work for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

- I. Last date to submit questions is June 27, 2014 at 12:00 p.m.
- II. The County has received the following questions and is providing a response:
  1. Under Section II Funding Goals, would you please define match funding opportunities?

Response: **Information regarding match funding may be found in the BCCSB's Funding Policy. The BCCSB's Funding Policy may be found at <http://www.showmeboone.com/communityservices/policies.asp>.**

2. Is an annual independent audit necessary for our small agency? We have received state grants for our afterschool program for nine years and have never been required to do this because our level of funding has never exceeded \$100,000.

Response: **If the agency is not required or is exempt from conducting an annual independent financial audit, please explain this in your Application Narrative.**

3. We currently have no paid employees under our organization. We are all volunteers. In the past, we have only had five part-time employees. Under our proposal we would request employment for 3 to 5 employees. Would we still be required to carry Worker's Comp. Insurance?

Response: **It would be acceptable to provide evidence of monopolistic state coverage and the County would provide a form for you to complete at time of contract execution.**

4. We carry Comprehensive General Liability Insurance for \$1,000,000. To increase our coverage to \$2,000,000.00, would be an increase in our annual budget. Is this a non-negotiable requirement?

Response: **The Commercial General Liability Insurance requirements have been reduced to \$1,000,000.00. Please replace the Insurance Requirements that were in the original RFP with the attached.**

5. We carry Commercial Automobile Liability for \$1,000,000.00. To increase our coverage to \$2,000,000.00 would be an increase to our annual budget. Is this a non-negotiable requirement?

Response: **The Business Automobile Liability Insurance requirements have been reduced to \$1,000,000.00. Please replace the Insurance Requirements that were in the original RFP with the attached.**

6. One of the required attachments is a Certificate of Good Standing from the Missouri Secretary of State's office. May we attach a screen shot of the MO SOS webpage that shows our organization's standing or are you requiring an official Certificate?

Response: **A Certificate of Good Standing is not a required attachment; please do not attach it to your proposal. Attachment D, 2014 Agency Assurance Sheet, states: "I, the undersigned, further certify I have and will make available, upon request, of the following documents...."**

By:   
**Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**

OFFEROR has examined copy of Addendum #3 to Request for Proposal **28-24JUN14 – Pilot Programs that Provide Innovative Service - Boone County Community Children's Services** receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits or provide evidence of monopolistic state coverage. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

**Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain

a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.