



BOONE COUNTY, MISSOURI
**Request for Proposal #: 27-10JUN14 – Purchase of Service Contracts for Boone
County Community Children’s Services – 2014 Application**

ADDENDUM #4 - 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. Can you provide more of a definition for what is considered a “prevention” program?

Response: The Board will evaluate proposals for prevention programs based on the information and description of the Offeror. The offerer should define what they consider “prevention” to be in their proposal. It is expected that agencies provide meaningful services to children, youth, and families.

2. RFP Section 1. *Agency and Service Information, Item C. viii.* States, “Please provide a copy of any Memorandums of Understanding you may have with other agencies which are relevant to this proposal.” If contractors are currently operating without any formal agreement (MOU) with other agencies, should they ignore this request or should they formalize any verbal agreements and include them with the proposal?

Response: Memorandums of Understanding (MOU) between agencies are used as a reference when showing collaboration. Agencies are encouraged to either develop a MOU with collaborating agencies or a letter of support may be used in lieu of the MOU. As stated in the RFP, preference will be given to agencies that demonstrate substantive and ongoing collaboration with other agencies.

3. We do not propose to use funding for residential treatment services (consistent with the RFP), but we do propose to provide an additional service to youth in residential treatment. Youth in residential treatment are enrolled in Boone County schools for the duration of their care. Does the tax board consider those youth “residents” of the County for the duration of their treatment; or, is residency based on their parents’/guardians’ address?

Response: In general, the board will follow the statutory guidelines set forth in RSMo §1.020 (14) which defines “Place of residence” as the place where the family of any person permanently resides in this state, and the place where any person having no family generally lodges.

4. The RFP indicates that the County may check the offeror's references, yet I do not see a place where these are requested. Should the offeror include a references page?

Response: **References are not required to be submitted with the proposal, references may be requested during contract negotiation. Offerer's references will not be checked until the contract negotiation portion of awarding funds.**

5. If agencies are submitting more than one proposal in response to an RFP, does the agency need to submit Attachments D-F with each proposal?

Response: **Yes, please provide Attachments D-F for each program proposal.**

6. 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 \$1,000,000.000. Please be replace the Insurance Requirements that were in the original RFP with the attached.**

7. 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 \$1,000,000.000. Please replace the Insurance Requirements that were in the original RFP with the attached.**

8. For the MOUs that we have in place--should they be addressed to our organization or to Kelly Wallis?

Response: **A Memorandum of Understanding (MOU) should be between the agencies that are entering into the MOU. The Purchase of Service RFP requires a copy of any MOU's that may have any relevance to the proposal.**

9. 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...."**

10. Our 501 (c) 3 status is for more than one entity in mid Missouri. Is it alright to have a DBA as well as our official nonprofit legal entity?

Response: **Yes**

11. Our A-133 audit is for our entire system – 18 hospitals across four states. Is this alright? Our 990s are independent.

Response: **If an entity has a single audit, then it is likely the entity is getting a financial statement audit as well. The offerer should ensure that their single audit is in conjunction**

with a full financial statement audit which is a minimum eligibility requirement to receive funding.

12. On page 3 it states Agencies must refrain from "discrimination" on, among other things, sexual orientation. The Boy Scouts of America serves all youth under the age of 19 without regard to sexual orientation. So there is no discrimination with who we provide services to. However, for our Adult volunteers there is a leadership standard that does not allow avowed homosexuals to serve as Leaders. Do we meet the minimum criteria to be eligible for funding?

Response: No, agencies must refrain from discrimination on the basis of sexual orientation to meet minimum eligibility requirements.

13. Do the following count towards the 15 page limit:
- o Copy of Mission Statement (1a- i)
 - o List of Board of Directors (1a-ii)
 - o Brochures (1a-iv)
 - o Copies of the evaluation tools (2d-iv)

Response: These items do not count towards the 15 page limit.


14. Is there a limit of funding you can request?

Response: There is no limit of funding that may be requested at this time for the Purchase of Service contracts.

15. Can funding for staff position (ex. 2 Full Time Program FTE and .5 program support position (clerical) be included?

Response: Purchase of Service proposals expenses will be evaluated by the overall unit cost. The costs for the staff positions should be included in the overall unit cost for the Purchase of Services proposals. The Budget Narrative should provide a detailed explanation of the overall unit cost for service.

By:



Melinda Bobbitt, CPPO, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #4 to Request for Proposal 27-10JUN14 – *Purchase of Service Contracts for Boone County Community Children’s Services – 2014 Application* 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.