

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
DENTAL SERVICES FOR THE BOONE COUNTY PUBLIC
ADMINISTRATOR**

RFP # 61-23NOV15
Release Date: October 22, 2015

Submittal Deadline:
November 23, 2015
not later than 1:00 p.m. Central Time

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201

Melinda Bobbitt, CPPO, Director of Purchasing
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

I. Purpose

The County of Boone – Missouri (County) is seeking to contract with Dentist(s) (Contractor) around the State of Missouri with the qualifications and clinical skills necessary to provide dental services to persons under the care of the Boone County Public Administrator (BCPA) located in Columbia, Missouri. Proposal responses will be accepted from individual applicants, group practices, partnerships and medical staffing organizations.

II. Background

The County is situated in central Missouri and is dissected by Interstate 70 and US Highway 63. The County has a population of approximately 165,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 110,400, the City of Columbia serves as County seat.

The Public Administrator is an elected official who is assigned custodial and administrative responsibility for incapacitated or disabled persons when there is no legal guardian or conservator or when no one competent to assume such duties is known or can be found. When ordered by the Court to assume such duties, the Public Administrator provides for the proper care of the person and protects the estate against injury, waste, theft, or loss.

Boone County's Public Administrator's Office presently carries an open case load of around 425. Client's origin begins in Boone County and many clients reside in Boone County as well as many in other counties across the state because some facilities may be better equipped to administer to clients with special needs. Of the some 424 ward/clients under guardian and/or conservatorship, approximately 82% have been diagnosed with a mental illness.

Emergency Department (ED) visit rates for dental complaints are highest among adults aged 25 to 34 years of age. Among adults between 20 and 64 years of age, Self-Pay was the most common payment source, followed by Medicaid. Medicaid was the most common expected payment source among individuals younger than age 20, followed by Self-Pay; it is important to note that the majority of individuals eligible for Medicaid dental benefits are younger than 20 years of age. The majority of (ED) visits for individuals over 65 years old had an expected payment source of Medicare.²

Information Source Created by
Missouri Department of Health and Senior Services.

When clients are unable to pay for the dental service and not Medicaid eligible, the County will pay for the dental service. The County is seeking dental services for these clients.

III. Contract Term:

Contract Term: The successful offeror shall enter into a Contract Agreement that shall be effective for the period **January 1, 2016 through December 31, 2016**. The agreement may be

extended beyond the expiration date by order of the County for **four additional one year periods** and thereafter will automatically renew until either the County or the Contractor provide a thirty day advance written notice of termination.

Prices offered shall be firm against any increase from the effective date of this agreement through December 31, 2017. Prior to commencement of subsequent renewal periods beyond 2017, the County will entertain a request for escalation and or reduction in accordance with the current Consumer Price Index at the time of the request or up to a maximum of 5% increase or decrease on the current pricing, whichever is lower. The County reserves the right to accept or reject the request for a price increase. If the price adjustment is approved, the adjustment will be effective and will remain firm through the renewal period.

For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers, U.S. City Average, Medical Care Services, Not Seasonally Adjusted, as published by the United State Department of labor, Bureau of Labor Statics.

IV. Objectives of the Request for Proposal (RFP):

1. To deliver high quality dental care service that can be audited against established standards.
2. To operate the dental care program in a cost-effective manner with full reporting and accountability to the County.
3. To operate the dental care program using only licensed, certified and professionally trained personnel.
4. To maintain complete and accurate records of care.
5. To operate the health care program in a humane manner with respect to the client's right to basic dental care services.
6. To maintain an open and cooperative relationship with the BCPA and the County.

V. Response Requirements

The items listed below shall be submitted with each proposal response and shall be submitted in the order shown. All pages of the proposal should be numbered. Each response to Section V - Response Requirements, should reference the corresponding requirement number in Section V. Repeat the text of the requirements as it appears in the RFP. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- a) **Business/Organizational Information** - Provide basic biographical information about your organization, including the name and any former names, address, date organization was established, mission statement of the organization, names of all members, and management staff.

- b) **Staff Information** - Provide resumes of each professional in the organization that will be providing services under a resulting contract from this RFP, including a description of experience, technical competence, and areas of expertise.
- c) **Work History** - Provide a listing of all government agencies for which dental service was performed within the preceding two years and a description of the service. In the event your organization has not performed professional dental services for governmental entities, then provide a listing of institutional or business clients for whom work has been performed in the preceding two years. Provide a contact name, title, and phone number for each reference. If references are unavailable, provide a detailed explanation of why references are not available.
- 7. **List Menu of Dental Service(s) with Pricing** - Submit a list menu of Dental Services with pricing to include for example digital radiographs (x-rays), white fillings, exams, teeth cleaning, tooth extraction, porcelain veneers, porcelain crown, porcelain inlay or onlay (crowns), dentures, etc.
- d) **Available Hours** - specify days/hours of availability.
- e) **Service Location(s)** – specify service locations with address.
- f) **Insurance** – Adequacy of insurance coverage must be approved by the County. Describe the type and amount of professional liability insurance the firm carries. Attached are the County’s insurance requirements.
- g) **License** - All dental providers shall be appropriately licensed in the State of Missouri.
- h) Offeror shall provide a statement concerning whether lawsuits have been filed against the Offeror, its principals or any joint venture partner for misfeasance or malfeasance of professional services and, if so, a detailed listing of the adverse action, cause, number, jurisdiction in which filed and current status.
- i) **Other Information** – Provide any other information you believe pertinent to this request for proposal regarding your qualifications. Include a description of how you would propose to work with the County. Identify the information you would need the County to provide. Identify support, if any, that the County would need to provide.

VI. Selection Process

1. After determining a responsive Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a

comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. Method of Performance
 - b. Experience/Expertise of Contractor
 - c. Cost
2. The evaluation committee may score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the committee may recommend short listing the proposals that are potentially acceptable.
 3. At this point, the County may request presentations by Offerors, question and answer interviews, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed Offerors.
 - a) Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.
 4. The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects.
 5. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:
 - a) Negotiations may be conducted in person, in writing, or by telephone.
 - b) Negotiations will only be conducted with potentially acceptable proposal(s). The County reserves the right to limit negotiations to those proposal(s), which received the highest rankings during the initial evaluation phase.
 - c) Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
 - d) The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

VII. Contract

1. The final form of the Contract between the Dental Firm and the County will be subject to the approval of County's legal counsel, and such Contract shall include the following:
 - i. This RFP;
 - ii. Any Addenda;
 - iii. The vendor's response to RFP;
 - iv. Any Best and Final Offers and responses
 - v. Clear provision for Missouri law to apply;
 - vi. Provisions for required insurance and indemnity in favor of County;
 - vii. No mandatory arbitration clauses;
 - viii. Clear terms on pricing;
 - ix. A termination clause in favor of County that will allow termination upon 30 days notice with payment for work incurred prior to notification of the County's intent to terminate, and any agreed-to wrap-up work from the date of notification until contract termination.
2. The County reserves the right to award to one or multiple respondents. In addition, the resulting contract from this RFP will be considered "Non-Exclusive". The County reserves the right to obtain service and/or product from other suppliers.

VIII. Instructions and General Conditions

1. Guidelines for Written Questions

All questions regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., Monday, November 16, 2015** in order to allow enough time for the County to issue an Addendum. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPO, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Melinda Bobbitt, CPPO
Director of Purchasing
Boone County Annex Building

613 E. Ash Street, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

- a) Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated above. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
2. Addenda: In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.
3. Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.
- a) **Proposal Closing:** All proposals shall be **delivered before 1:00 P.M., Central Time, on Monday, November 23, 2015 to:**
- Boone County Purchasing Department
Melinda Bobbitt, CPPO, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201-4460
- b) The County will not accept any proposals received after the proposal due date and time and will return such late proposals to the Offeror.
- c) Offerors must submit **one (1) original and six (6) copies** of the proposal (total of seven). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."

- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at www.showmeboone.com, then select "Purchasing", then "Current Bid Opportunities".

4. Ambiguity, Conflict, or Other Errors in the RFP

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Purchasing Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- c) Implied Requirements: Services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the presentation of their proposal and/or participation in any discussions or negotiations.

5. Rejection of Proposals: The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

6. Validity of Proposals: Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

7. Receipt and Opening of Advertised, Sealed Proposals: The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening. Proposals are due by **1:00 p.m. central time November 23, 2015**. Proposals Offeror's names will be read aloud shortly after 2:00 p.m. in the Boone County Annex Building, Conference Room, 613 E. Ash Street,

Columbia, MO 65201. The list of Offerors will also be posted on our web page at www.showmeboone.com, then select "Purchasing".

- a) Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
8. **Withdrawal of Proposals:** Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:
 - a) **Withdrawal:** Permission to allow an Offeror to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.
9. The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
10. Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
11. No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.
12. **Designee:** Boone County Public Administrator, 705 E Walnut, Columbia, MO 65201.
13. **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.

IX. Response Form

PLEASE PLACE THIS FORM AT THE BEGINNING OF YOUR PROPOSAL RESPONSE

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Note: This form must be signed. All signatures must be original and not photocopies.

1. Project pricing shall be provided as detailed in paragraph V.7.
2. Offeror shall indicate the offered discount off current published pricing for other services provided that are not listed in the proposed *List Menu of Dental Services*: _____ %

3. SUBCONTRACTORS

Offeror shall indicate all procedures that are performed at facilities other than that of the Offeror, and the name of the firm performing the subject procedures:

Procedure Subcontractor

X. E-Verify

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the offeror awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of _____)

)ss

State of _____)

My name is _____. I am an authorized agent of _____
_____ (Bidder). This business is enrolled and participates in a federal work
authorization program for all employees working in connection with services provided to the
County. This business does not knowingly employ any person that is an unauthorized alien in
connection with the services being provided. Documentation of participation in a federal work
authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in
their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation
and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the
United States.

Affiant

Date

Printed Name

Subscribed and sworn to before me this ___ day of _____, 20___.

Notary Public

**Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that
you completed when enrolling to confirm proof of enrollment.**

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

Debarment Certification
(Please complete and return with Proposal Response)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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 its 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. 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 it 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 \$3,000,000.00 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 \$3,000,000.00 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.

Professional Liability Insurance: Coverage for errors, omissions, and negligent acts per claim and aggregate. Minimum Limits: \$1,000,000 Each Occurrence; \$5,000 Aggregate.

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 County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County 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, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

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.

“No Bid” Response Form



Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201
Melinda Bobbitt, CPPO, Director
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU ARE NOT SUBMITTING
A RFP RESPONSE**

If you do not wish to respond to this proposal request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

RFP: 61-23NOV15 – Dental Services for the Boone County Public Administrator

Firm Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reason(s) for not submitting a proposal response:

