

BOONE COUNTY, MISSOURI Request for Bid #42-21SEP16- Vehicle Body Repair Services

ADDENDUM # 2 - Issued September 28, 2016

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

Specifications for the above noted Request for Bid 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.

A. CHANGE Section 2.8.2 to read:

Work Hours: Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8:00 a.m. to 5:00 p.m. and excluding holidays as defined in item 4.10. of the Response Form.

B. CHANGE Section 2.8.3. to read:

All County calls for service must be returned within two (2) hours of initial telephone call during normal business hours, Monday - Friday 8:00 a.m. to 5:00 p.m. and excluding holidays.

- **C. CHANGE** Replace insurance requirements in paragraph 2.9. through 2.9.5 with attached insurance requirements.
- **D.** The County received the following questions and is providing the following responses:
 - Question If I signed up to receive emails notification from the County, do I need to answer the packet I received?
 Response – Yes, if you plan to submit a bid response.
 - Question Will the County use more than one vendor?
 Response Possibly using more than one vendor is an option for the County per paragraph 2.12.4.
 - Question 2.5 Pricing- sometimes there is hidden damage when the vehicle is brought in for an estimate. Is this stating the no supplement repairs will be considered for payment?
 Response addressed in paragraph 2.8.10
 - Question Our business hours are 8am-5pm Monday through Friday. Is that a problem since 2.8.2 states 7am-5pm?
 Response Reference CHANGE in "A" above.

- Question In reviewing the document I did not see anywhere that states we must provide a discount but I'm just making sure. Our Direct Repair contracts with major insurance companies state that if we offer a discount to one it has to extend to them also, so everyone pays the same price; currently \$55/body and paint labor hours, \$35/paint material hours.
 Response - No discounts are required.
- 6. Question How does the Certificate of Liability language for additional insured need to read and what address?
 Response (Example) Boone County is an additional insured with respect to the General, Auto, and Umbrella Liability coverage, only as required by contract, subject to the terms and conditions of the policy. Umbrella is follow-form subject to the terms and conditions of the Umbrella coverage form. Boone County
 613 E Ash St. Room 111
 Columbia, MO 65201
- Question Does this (Certificate of Insurance) need to accompany the RFB document?
 Response No, it can be sent in after the bid award by contractor.
- 8. **Question** Does the Certificate of Work Comp also need to be included in the RFB? **Response** No, it cam be sent in after the bid award by contractor.
- Question For the reason stated in 5 we have not contracted for any other fleet work because most require us to give a discount, so Exhibit A would be not applicable. Does that have any significance on our eligibility? Response – Please provide references in Exhibit A, Prior Experience.

By:

Phil Fichter, Buver

Boone County Purchasing

OFFEROR has examined Addendum #2 to Request for Proposal #42-21SEP16- Vehicle Body Repair Services, receipt of which is hereby acknowledged:

Company Name:		
Address:		
Phone Number:	Fax Number: _	
E-mail:		
Authorized Representative Signature:		Date:
Authorized Representative Printed Name:		

RFP #42-21SEP16-<u>ADDENDUM # 2</u>

ATTACHMENT - RFP #42-21SEP16-ADDENDUM # 2

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.

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). 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.

Certificate Holder address:

County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia, MO 65201