



# Harford County Public Schools

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Purchasing Department  
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## Addendum #1

To: All Proposers

From: John R. Miller, CPPO  
Director of Purchasing

Subject: **Addendum to RFP 10-JMC-018**  
**Children's Day Care Center Operation at Deerfield Elementary School**

Date: December 21, 2009

Item 1 - Delete Insurance Requirements for Service/Consulting Contracts, pages 1 – 4.

Item 2 – Insert revised Insurance Requirements and Waiver of Recovery for Leases with Child Care Providers dated 12/9/09, pages 1, 2, 3.

Any questions concerning this addendum should be forward to John Miller at 410.638.4082 or e-mail to [John.Miller@hcps.org](mailto:John.Miller@hcps.org).

I hereby acknowledge receipt of Addendum #1 dated December 21, 2009 to RFP #10-JMS-018 for Children's Day Care Center Operation within Deerfield Elementary School.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax

Note: **Proposer shall sign and submit a copy of this addendum with their proposal form.** Failure to include a copy of this addendum with the proposal will render the RFP proposal as non-responsive.

## Recommended Insurance Requirements and Waiver of Recovery Language For Leases with Child Care Providers

Note: As with any contract language, our suggested wording below should be reviewed by counsel prior to incorporation into any contract.

### **1 - General Insurance Requirements**

1.1 - Tenant shall not commence any occupancy or operations on the premises of the Board of Education of Harford County (the Board) under this Agreement until Tenant has obtained at Tenant's own expense all of the insurance as required hereunder and such insurance has been approved by the Board. Approval of insurance required of Tenant will be granted only after submission to the Board of original certificates of insurance signed by authorized representatives of the insurers or, at the Board's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force throughout the term of the Agreement. Original certificates signed by authorized representatives of the insurers or, at the Board's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Board throughout the term of the Agreement.

1.3 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Board.

Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

1.4 - All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Board. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Board grants specific approval for an exception. The Board hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.

1.5 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by Tenant, and are subject to the Board's written approval. Any deductible or retention amounts elected by Tenant or imposed by Tenant's insurer(s) shall be the sole responsibility of Tenant.

1.6 - Failure of Tenant to have the required insurance in effect shall be a default under this Agreement.

### **2 - Tenant's Insurance**

2.1 - Tenant shall purchase and maintain the following insurance coverages on an occurrence basis at not less than the limits specified below or required by law, whichever is greater:

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 2,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;

- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations;
- iv. Contractual liability including protection for Tenant from bodily injury and property damage claims arising out of liability assumed under this Agreement; and
- v. Liability arising from child care. (Any specific child care exclusion shall be deleted.)

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if Tenant does not own or lease any autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 - Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

2.1.4 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 1,000,000 per occurrence;
- \$ 1,000,000 aggregate for other than products/completed operations and auto liability; and
- \$ 1,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.2 – The Board of Education of Harford County and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on Tenant's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of Tenant's operations or premises owned by or rented to Tenant.

**Special Note: ISO forms CG 2009 and CG 2010 entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization" (previously Forms A and B respectively) are NOT ACCEPTABLE. ISO form CG 2026 entitled "Additional Insured - Designated Person or Organization" or a manuscript endorsement with the above wording is required.**

2.3 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers under any Tenant's liability insurance or self-insurance required herein shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Tenant's liability insurance policies required herein.)

2.4 - Insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Board and Board's elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance or self-insurance provided to the Board and its elected and appointed officials, officers, employees and authorized volunteers as specified herein.

### **3 - Indemnification**

3.1 - To the fullest extent permitted by law, Tenant agrees to defend, indemnify, pay on behalf of, and save harmless the Board and its elected and appointed officials, officers, employees and authorized volunteers against any and all losses, claims, suits, costs, demands, damages, liabilities or expenses (including attorney's fees), arising out of or connected to the Tenant's operations or Tenant's use or occupancy of the premises of the Board. This obligation of the Tenant shall survive the termination of this Agreement.

#### **4 - Waiver of Rights of Recovery**

4.1 - To the fullest extent permitted by law, Tenant and its invitees, employees, officials, volunteers, agents and representatives waive any right of recovery against the Board of Education of Harford County for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the occupancy and operations of Tenant on Board premises. Such waiver shall apply regardless of the cause of origin of the injury, loss or damage, including the negligence of the Board and its elected and appointed officials, officers, volunteers, consultants, agents and employees. Tenant shall advise its insurers, if any, of the foregoing and such insurers shall permit the above waiver of Tenant's rights of recovery in their policies.

#### **5 - Damage to Property of Tenant and its Invitees**

5.1 - To the fullest extent permitted by law, Tenant shall be solely responsible for any loss or damage to property of Tenant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Board.