



Central County Transportation Authority
Purchasing Division
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ADDENDUM #1

April 13, 2023

PROJECT NAME: Metro Security Services
PROPOSAL REFERENCE: 99046-001.0
PROPOSAL OPENING DATE/TIME: **April 25, 2023 at 3:00 p.m. Local Time**

The purpose of this addendum is to clarify and/or modify the Proposal Opening Date, Indemnity & Insurance, and Terms & Conditions for this project. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

1. NOTE: New Proposal Opening Date/Time: Tuesday, April 25, 2023 at 3:00 p.m. Local Time.

2. RESPONSE TO QUESTIONS

Question 1: In addition to rate increases to be mutually agreed upon by the parties at the time of contract renewal per Section III.3 on page 12 of the RFP, will CCTA also permit rate increases when and as needed during the initial term and any renewal term to allow the Contractor to recoup increases in unforeseen costs that are outside of the Contractor's control such as: increases in Federal, state or local taxes, levies, or required withholdings; costs under collective bargaining agreements; minimum, prevailing and living wage rates and other statutory requirements, such as legally mandated sick leave costs; and medical and other benefit costs? If so, please describe the process by which the Contractor will be able to submit a request for a rate adjustment.

Answer 1: **The CCTA will not permit a rate increase before the contract term of one-year expires. In other words, a mid-year rate increase would not be permitted. However, the contractor will have an opportunity to propose rate increases before each contractor renewal (for four (4) additional 1-year periods upon mutual agreement of both parties in writing).**

Question 2: We note the requirement in Section III.6.1 on page 13 of the RFP for service to be "continuous, regardless of weather, disaster or threatened or actual organized labor action." Can the second sentence of Section III.6.1 be replaced with the following to permit an interruption in services when caused by an event of force majeure?

- The service shall be continuous, subject only to an event of force majeure as hereinafter provided. No failure or omission by the Contractor to provide service will be deemed a breach by Contractor or create any liability on the part of Contractor for damages or otherwise, if the same shall arise from any cause or causes beyond the control of Contractor, including but not limited to the following: acts of God, pandemic, epidemic, quarantine, threatened or actual organized labor action by non-Contractor personnel, war, riot, insurrection, rebellion, fire, earthquake, flood, storm, or governmental orders, acts or restrictions. The Contractor shall notify Metro of such force majeure circumstances as soon as reasonably practical and shall promptly undertake all commercially reasonable efforts necessary to cure such force majeure circumstances.

Answer 2: Although the RFP language will not be changed, the CCTA would certainly consider on a case-by-case basis reasonable interruption of services by an event of force majeure.

Question 3: Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. The foregoing parameters are stated in our contracts, and the additional insured endorsements to all of our insurance policies cover each additional insured to the extent of those contractual requirements. Our additional insured endorsements are broadly written to cover each additional insured “where required by written contract.” Furthermore, because our additional insured endorsements are blanket endorsements, additional insureds need not be expressly named in order to be covered. Can the “Additional Insured” paragraph in Section IV on page 27 of the RFP be revised as follows to reflect those parameters?

- Insert the following as the first sentence:
 - “The Central County Transportation Authority, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof, shall be included as additional insureds, to the extent of the Contractor’s indemnification obligations hereunder and up to the required insurance coverage amount, on the Contractor’s Commercial General Liability and Automobile Liability insurance, as described below.”
- On line 2, replace the phrase “stating that the following shall be *Additional Insureds*” with the phrase “including the following as *Additional Insureds*, where required by written contract.”
- Include the following sentence after the word “thereof” on line 4:
 - “Coverage for additional insureds may be provided by a blanket endorsement that covers additional insureds where required by written contract.”
- On line 5, replace the word “naming” with the word “including.”

Answer 3: The CCTA does not agree to change the RFP language to the insurance or indemnification requirements.

Question 4: Our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligence of our personnel in the performance of security services under client agreements. Can the provisions cited below be revised as follows to reflect that standard?

- “Additional Insured” paragraph in Section IV on page 27 of the RFP:
 - Replace the last line with the following:
 - “to the extent caused by the Contractor’s negligence in the performance of services under this contract.”
- Section V.9 on page 30 of the RFP:
 - On line 1, replace the phrase “if the” with the phrase “To the extent the negligent.”
 - On lines 4-5, replace the phrase “occasioned from” with the phrase “caused by.”

Answer 4: The CCTA does not agree to change the RFP language to the insurance or indemnification requirements.

Question 5: The first two (2) lines of Section V.13 on page 32 of the RFP state that either party may terminate the Agreement for convenience by giving thirty (30) days’ prior written notice to the other party. However, Section V.14.F on page 32 of the RFP limits the right of both parties to terminate for convenience to the end of any twelve (12)-month term of the Agreement and requires 60 days’ prior notice rather than 30 days’ prior notice. Please clarify which termination provision is the correct one.

Answer 5: The language in Section V, Terms and Conditions, 13. Termination should read, “This Agreement may be terminated by either Central County Transportation Authority or the Firm by giving written notice at least sixty (60) days prior to the date of termination.”

PLEASE NOTE: No further questions will be accepted before the proposal opening.

The Addendum can be viewed and downloaded from the City of Kalamazoo website at:
<https://www.kalamazoo.org/bidopportunities>.

In order for a proposal to be responsive, this addendum must be returned with your proposal. If you have already submitted your proposal, acknowledge receipt and acceptance of this addendum by signing in the place provided and returning it to the undersigned and it shall be incorporated in your proposal. Please identify your return envelope with the proposal reference number and project description.



Greg Vlietstra
Director of Support Services

FIRM: _____ SIGNED: _____

NAME: _____ DATE: _____

(Type or Print)