



Central County Transportation Authority
Purchasing Division
 241 W. South Street
 Kalamazoo, MI 49007
 Phone: 269.337.8020
 www.kmetro.com

PRE-PROPOSAL MEETING & SITE WALK-THROUGH
Tuesday, March 28, 2023 at 11:00 a.m. Local Time
Metro Administration Building, 530 North Rose Street, Kalamazoo, MI 49007

REQUEST FOR PROPOSALS (RFP)

The Central County Transportation Authority (also referred to as CCTA in the document and Metro in the Scope of Work section) is soliciting sealed proposals for:

PROJECT: Metro Security Services

Proposal Reference #: 99046-001.0

RFP ISSUE DATE: March 20, 2023

Number of Copies Required: **Four (4)**
 (plus, one flash drive electronic copy)

PROPOSAL DUE/OPENING DATE: April 18, 2023 at 3:00 p.m. Local Time

Facsimile Proposals Will Not Be Accepted

MAILING ADDRESS & INSTRUCTIONS

Mail to:
 Purchasing Division
 241 W. South Street
 Kalamazoo, MI 49007

Questions about this RFP should be directed to:
Eric Davis, Safety & Security
Manager at (269) 337-8203

Include on the Envelope the Project Name and Proposal Reference Number (above). All Envelopes Must Be Sealed.

You are invited to submit a proposal for this project. Specifications, terms, conditions and instructions for submitting proposals are contained herein. This Request for Proposal with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed proposal shall constitute the contract between the City and the successful proposer when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the proposal document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Proposers.

All proposers shall complete and return the Proposal and Award page(s) and submit all information requested herein in order for a proposal to be responsive. **FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.** The proposal document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **PROPOSALS MUST BE RECEIVED BEFORE THE DUE DATE - LATE PROPOSALS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the proposal opening for its own convenience.

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STATEMENT OF NO BID

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the CCTA wishes to keep its proposers list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your proposers list for this commodity or service.
- _____ Other (specify below).

REMARKS: _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

SECTION I - INSTRUCTIONS TO PROPOSERS

1. **EXAMINATION OF PROPOSAL DOCUMENT**-Before submitting a proposal, proposers shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The proposer shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.
2. **PREPARATION OF PROPOSAL**-The proposal shall be legibly prepared in ink or typed. If a unit price or extension already entered by the proposer on the Proposal and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the proposer with ink. The proposal shall be legally signed, and the complete address of the proposer given thereon.

All proposals shall be tightly sealed in an envelope plainly marked SEALED PROPOSAL and identified by project name, bid opening date and time. Proposals opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile bids will not be accepted.

3. **EXPLANATION TO PROPOSERS**-Any binding explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments must be requested in writing, at least 5 business days before the proposal opening and with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposal. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or addendum to the RFP if such information would be prejudicial to uninformed proposers. Receipt of amendments or addenda by a proposer must be acknowledged in the proposal by attachment, or by letter or fax received before the time set for opening of proposals. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating proposals for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the proposal.
5. **WITHDRAWAL OF PROPOSALS**-Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposal. No proposal may be withdrawn for at least ninety (90) days after proposal opening.
6. **ALTERNATE PROPOSALS**-Proposers are cautioned that any alternate proposal, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP may be considered non-responsive, and at the option of Central County Transportation Authority, result in rejection of the alternate proposal.
7. **LATE PROPOSALS**-Any proposal received at the office designated herein after the exact time specified for receipt will not be considered. (Note: CCTA reserves the right to consider bids that have been determined by the CCTA to be received late due to mishandling by the CCTA after receipt of the proposal and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

**SECTION II
PROPOSAL AND AWARD**

The undersigned, having become familiar with and understanding all of the RFP/contract documents incorporated herein, agrees to provide security guard services for CCTA at the hourly rates as stated below. The term of the contract shall begin on **July 1, 2023** and expire on **June 30, 2024**, depending on the date of approval.

METRO SECURITY SERVICES

ITEM	Straight Time Hourly Bill Rate Structure	Holiday / Premium Time Hourly Bill Rate Structure
Unarmed Uniformed Security Guard		

Company Contact for Daily Contract Issues

NAME: _____ TITLE: _____

PHONE: _____

Proposer/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

Proposer shall provide all of the information as requested herein with their proposal. Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the proposal as non-responsive.

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law.

Signed: _____ Name: _____

Title: _____

QUALIFICATIONS QUESTIONNAIRE

Please answer the following questions completely. You are not required to submit answers on this form and additional information (brochures, illustrations, etc.) will be used in determining qualifications. If not using this form, please follow its format. If additional space is required for responses, please use additional sheets.

1. Firm name: _____

2. Years in security services related business: _____

3. Home office business address and telephone number:

4. Branch offices, if any: _____

5. Key personnel of firm:

Name and Title	Specialty	Years Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Has your firm provided the type of security services described herein within the past two (2) years?

Yes _____ No _____

If yes, list clients/projects:

7. List three (3) references for security services similar to the proposed project provided within the last 24 months.

7.1. Client _____

Address/Location _____

Contact Name/Phone: _____

7.2. Client _____

Address/Location _____

Contact Name/Phone: _____

7.3. Client _____

Address/Location _____

Contact Name/Phone: _____

8. Does your firm have the capability of performing the services described?

Yes _____ No _____

If yes, explain in detail your capabilities; also, indicate the number of staff you may utilize in this project and if special training has been given to staff in this field of work or related fields.

9. Would your firm be willing to submit verification of financial resources if requested?

Yes _____ No _____

10. Describe any deviation which you propose from this RFP document.

I hereby certify that all of the information provided is true and accurate to the best of my knowledge.

SIGNED: _____ DATE: _____

NAME
PRINTED: _____

TITLE: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE/ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

Proposer's Form

(Please return this form with your proposal submission.)

FIRM: _____

ADDRESS: _____

CITY: _____ STATE/ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

WEBSITE: _____

Years in Business: _____

Number of Employees: _____

Annual Gross Receipts of your firm:

- under \$150,000
- \$150,001 to \$300,000
- \$300,001 to \$500,000
- \$500,001 and up

Special Status:

- DBE
- Small Business

BLANK forms are NOT acceptable. If DBE subcontractor opportunities are available, please fill out sections 1 thru 5. If no subcontractor opportunities available, fill out section 6.

SIGNATURES ARE REQUIRED.
DBE PARTICIPATION FORM

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. DBE Firm Name: _____

Address: _____

2. Dollar amount awarded: _____

3. Description of work to be performed: _____

4. CONTRACTOR'S COMMITMENT TO USE DBE FIRM

_____, is committed to utilize the DBE contractor in the manner and
(Name of Contractor)
amount described on this form.

Dated

Authorized Signature

5. DBE'S COMMITMENT TO PARTICIPATE

_____, as a DBE firm, is committed to perform the work as described
(Name of subcontractor/supplier)
above for the amount specified.

Dated

Authorized Signature

6. NO SUBCONTRACT OPPORTUNITIES AVAILABLE.

_____, has no subcontractor opportunities available for work to be
(Name of subcontractor/supplier)
performed.

Dated

Authorized Signature

DBE PARTICIPATION FORM

Instruction Diagram

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1. DBE Firm Name: _____

Address: _____
_____ Sub contractor
name and address _____

2. Dollar amount awarded: _____ Amount awarded to subcontractor

3. Description of work to be performed: _____
_____ Work description. _____

4. CONTRACTOR’S COMMITMENT TO USE DBE FIRM Prime contractor fills out.
_____, is committed to utilize the DBE contractor in the manner and
(Name of Contractor)
amount described on this form.

_____ **Dated** _____ **Authorized Signature**

5. DBE’S COMMITMENT TO PARTICIPATE Subcontractor fills out.
_____, as a DBE firm, is committed to perform the work as described
(Name of subcontractor/supplier)
above for the amount specified.

_____ **Dated** _____ **Authorized Signature**

6. NO SUBCONTRACT OPPORTUNITIES AVAILABLE. Prime contractor fills out.
_____, has no subcontractor opportunities available for work to be
(Name of subcontractor/supplier)
performed.

_____ **Dated** _____ **Authorized Signature**

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by U.S. Department of Transportation regulations on Government and Suspension at 49 CFR 29.510, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state anti-trust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with the commission of any of the offenses listed in paragraph (2) of this certification.
- (4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, state, or local) terminated for cause of default.

The contractor certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform the Federal Transit Administration (FTA). Should the contractor be unable to certify to the statements of paragraphs (1) through (4) above, it shall acknowledge on its signature page and provide a written explanation to FTA.

Signature of Authorized Individual

Title

The certification must be attached and returned with any proposal equal to or exceeding \$25,000.

CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES

As required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA’s website, www.fta.dot.gov and www.kmetro.org/about-metro/purchasing-info

_____ acknowledges receipt of the Contract Clauses available
(Vendor Name)

at www.kmetro.org/about-metro/purchasing-info and certifies compliance with all federal requirements for items and services being purchased by the Metro.

VENDOR REPRESENTATIVE, TITLE

SIGNATURE (Vendor Representative)

Date

I hereby state that all the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the Central County Transportation Authority. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the Central County Transportation Authority that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the Central County Transportation Authority for purchase orders, payment, and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your proposal. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: _____ NAME: _____

(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS:

(Street address) (City) (State) (Zip)

PHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

FOR CCTA USE ONLY - DO NOT WRITE BELOW

SECTION III SCOPE OF WORK & REQUIREMENTS

1. SCOPE OF WORK

Metro is a considered a large urban public transit facility that operates under the United States Government Federal guidelines and regulations. Metro sites are regulated by the Kalamazoo City Ordinance 1844 and works closely with local and federal law enforcement agencies. Metro sites consist of the Administration Building, the Kalamazoo Transportation Center (KTC), and two parking lots. Metro sites are considered inner city Kalamazoo and part of the downtown Kalamazoo, MI area. Metro experiences a large amount of pedestrian traffic using not only Metro transit services but also Amtrak trains and other bus services such as Indian trails. Metro also experiences large transient populations due to the locations of several non-profit and other city organizations that provide services to low-economic status individuals and families. These organizations are located next door and within close proximity to Metro sites.

This specification is for the services of a licensed and qualified security guard company to provide on-site unarmed security guard personnel primarily at Metro, 459 North Burdick Street, Kalamazoo, MI 49007 (also known as the Kalamazoo Transportation Center) with periodic patrols at the adjacent 530 North Rose Street property and Metro employee parking lots. The security company will be responsible for ensuring their security guards can adapt to the changing environment, new and existing security concerns, and adhering to guidelines and safety measures regulated by the United States Federal Government. The security guard company is expected to enforce and comply with the Kalamazoo City Ordinance 1844 and take proactive measures to help reduce the problems Metro experiences on a daily basis, with the goal of making Metro a safe place for passengers to come and go.

2. PRE-PROPOSAL INSPECTION, MEETING & SITE WALK-THROUGH

The Respondent shall carefully examine these specifications and secure from Metro additional information that may be required for a clear and full understanding of the tasks/duties of the unarmed security guards for the locations specified.

All prospective Contractors and Subcontractors are invited to attend a pre-proposal meeting and site walk-through with representatives from Metro and the City of Kalamazoo on **Tuesday, March 28, 2023 at 11:00 a.m. Local Time** at the Metro Administration Building, 530 North Rose Street, Kalamazoo, MI 49007

3. CONTRACT PERIOD/RENEWALS

The contract resulting from this solicitation shall be in effect for a one (1) year period commencing on **July 1, 2023** (or date of execution by Metro if later than July 1, 2023) and expiring **June 30, 2024** with an option to renew for four (4) additional 1-year periods upon mutual agreement of both parties in writing.

4. HOURS and WORKDAYS

4.1 There will be **two** contracted Unarmed Security Guards on duty, at Metro sites, **Monday – Saturday from 5:30 a.m. to 10:30 p.m.** and **Sunday 7:00 a.m. to 10:30 p.m.** There will be **one** additional contracted Unarmed Security Guard on duty at Metro sites, **Monday - Saturday from 11:00 a.m. to 7 p.m.**

- 4.2 The expected hours Monday – Saturday will be 252 hours of scheduled security coverage needed weekly. Sunday there will be 31 hours of scheduled security coverage needed weekly. Total security coverage needed per week is 283 hours (this is not including any days Metro could be closed for business).
- 4.3 These hours are suggested and are subject to change if Metro’s requirements change. The Contractor shall be able to accommodate these needs at any time during the contract. These hours include all holidays in which the Kalamazoo Transportation Center is open.

5. REFERENCES

Respondent shall submit three references that verify the qualifications and experience requirements and illustrate respondent’s ability to provide the services outlined in the specification.

References shall include firm name, point-of-contact, telephone number, and dates services were completed within the past 24 months. Should Metro be unable to verify qualifications and/or experience requirements from said references, or if negative responses are received, this may result in disqualification of response. Metro will be the sole judge of reference responses.

6. RESPONDENT QUALIFICATIONS

- 6.1 The Contractor will provide furnished fully trained and highly qualified security officers in sufficient number to provide the service as requested by Metro. The service shall be continuous, regardless of weather, disaster, or threatened or actual organized labor action.
- 6.2 Respondents shall currently be in the business of providing security guard services with a minimum of two years of experience.
- 6.3 **Respondents must have a current State of Michigan Security Guard Agency License. A copy of said license should be included with your bid submittal.** Failure to provide the license with your proposal will result in your firm being deemed non-responsive. This license shall be produced to Metro annually to show they are current. An expired or a non-current license gives Metro the right to terminate the contract.
- 6.4 Respondents shall include a narrative of information about your company including how you will meet the security needs of Metro. The information provided will include, but not be limited to: how you will address transient populations, fighting on the property, drug dealing on and around the property, safety in transportation, and medical emergencies.

7. CONTRACTOR REQUIREMENTS: The Contractor shall:

- 7.1 The Contractor shall provide all labor, supervision, and equipment necessary for complete and efficient security guard services for Metro buildings, parking lots, grounds, equipment, and people using these facilities.
- 7.2 The security guards shall be employees of the Contractor and the Contractor shall pay all salaries and social security taxes, Federal, and State unemployment insurance, and any similar taxes relating to such employees.
- 7.3 The Contractor further agrees that, upon request by Metro, it will replace any of its employees who, in the sole opinion of Metro, are not performing satisfactorily.

- 7.4 The Contractor agrees to indemnify and hold harmless Metro from all losses, claims, damages, expenses, or liabilities that are a result of the sole negligence of the Contractor, its servants, or agents, while engaged in the services contemplated.
- 7.5 The Contractor will be responsible for assuring that officers are at their stations at assigned times.
- 7.6 The Contractor shall provide with their proposal their overall training, de-escalation training, continuing education, and certification programs.
- 7.7 The Contractor shall provide a monthly performance report no later than the third day of the month for the previous month. The monthly performance report will contain the following information:
 - 7.7.1 Number of, and name of, officers that left working the site voluntarily or involuntary.
 - 7.7.2 Actual time to replace those officers.
 - 7.7.3 Number of officers assigned to Metro sites.
 - 7.7.4 Number of officers late by ten minutes or more.
 - 7.7.5 Name of officers late by ten minutes or more and reason for being late to the assigned site.
 - 7.7.6 Amount of time (hours and minutes) Contractor failed to meet required staffing level.
- 7.8 Attempt to have the same unarmed security guard be assigned to provide services at Metro. This will allow assigned unarmed security guard personnel to become familiar with the building and Metro staff.
- 7.9 At the start of the contract, provide a document with the names of all unarmed security guard personnel, and any replacements, who will perform under the contract, update the assigned list of personnel with changes as soon as they occur, and provide the revised copy to Metro. This document should include a list of personnel assigned to work at the Metro full-time and trained fill-in personnel.
- 7.10 Provide the results of all background checks for assigned unarmed security guard personnel to Metro a minimum of one day prior to a security guard starting at the KTC. Metro has the right to deny security guards from working at Metro based on their background check results. (See section 8.1 for background check qualifications).
- 7.11 Provide Metro a local, 24 hours per day, 7 days per week cellular phone number of a Contractor Contract Manager to contact for assistance in providing an unarmed security guard replacement or to correct any security guard problems. **The cellular phone number will remain the same throughout the life of the contract and must be available during all shifts.** This will provide unarmed security guard personnel with a means to communicate with Metro staff, their branch office, and the Contract Manager. The cellular phone number must be provided to Metro upon being awarded the contract. Any costs associated with the cell phone shall be included in the hourly rate submitted.
- 7.12 Prior to unarmed security guard personnel commencing duties for this contract, provide communication equipment (such as radios) that will always be with on-duty personnel.

- 7.14 Submit requested changes to post orders or other special requests regarding unarmed security guard personnel in writing to be approved by Metro.
- 7.15 Provide unarmed security guard personnel, when requested by Metro, for special occasions, special events, or in emergency situations.

8. SECURITY GUARD QUALIFICATIONS

Unarmed security guard personnel utilized for this service shall meet the following requirements:

- 8.1 Be free of the following background check findings and other specified criteria:
 - 8.1.1 Any felony or high-court misdemeanor conviction
 - 8.1.2 Minimum 10 years free of any substance abuse conviction.
 - 8.1.3 Any conviction of a crime of violence
 - 8.1.4 Any conviction of misdemeanor theft or moral turpitude (within the last seven years)
 - 8.1.5 Any gang affiliation
 - 8.1.6 Any excessive record of arrest or use of force
 - 8.1.7 Any current or pending criminal investigations in which the applicant is a suspect
- 8.2 At least 18 years of age, have U.S. citizenship, and a High School diploma or GED.
- 8.3 A minimum of one year of actual experience in the field as a security guard, excluding training.
- 8.4 The ability to walk unassisted a minimum of 1,000 yards, climb stairs, and to lift and carry 20 pounds. Also, the ability to remain standing and/or walking for most of their assigned shift.
- 8.5 The ability to perform their duties in a courteous and respectful manner.
- 8.6 The ability to use de-escalating and creative problem-solving tactics rather than force. (See section 12, Quality Assurance, for use of force specifications)
- 8.7 Be physically and mentally fit to perform the requirements of the specifications.
- 8.8 The ability to communicate both orally and in writing.
- 8.9 The ability to follow written policies and procedures.
- 8.10 The ability to prepare written incident reports conveying complete and accurate information.
- 8.11 All security personnel and staff must maintain a neat and orderly appearance.
- 8.12 Wear a Contractor-issued uniform. The uniform shall be maintained to be neat, clean, pressed, and in good condition for every assigned shift.
- 8.13 Wear an identifying name badge and have visible patches with the company's logo on the Contractor's uniform in accordance with State security license laws.

- 8.14 Wear their assigned Metro building access card on a lanyard provided by Metro for all Metro employees to be able to recognize and see.
- 8.15 Carry all equipment necessary for the performance of unarmed security guard service, which includes always carrying the Contractor-assigned radio communication device or any other devices deemed necessary (such as body worn cameras).
- 8.16 Trained in efficient and competent operations of computers, radios, body worn cameras, physical access control systems, facility camera surveillance system, key control system, and the telephone communications equipment before assuming a shift.
- 8.17 All security guards must be trained on the use of fire suppression equipment, including fire extinguishers, and stop the bleed kits.
- 8.18 Certified in Contractor-provided adult CPR/AED and first aid by an accredited training organization prior to assignment at Metro sites. These certifications must be maintained while security guards work at Metro sites. A copy of these certifications shall be provided to Metro prior to a security guard working at this site.
- 8.19 All security guards must be trained in Contractor-provided MIOSHA-approved Blood Borne Pathogens training prior to assignment to Metro sites. Training in Blood Borne Pathogens must be maintained and current for all security guards assigned to Metro sites.
- 8.20 Possess sufficient customer service skills to effectively interact with any person that comes onto a Metro site and reports any safety or security-related incident. The security guard will document this interaction and attempt to problem-solve the issue or provide conflict resolution.
- 8.21 Enforce all rules listed in Kalamazoo City Ordinance 1844 to the best of their ability.
- 8.22 Use a Metro Post Order Manual outlining safety & security operations, if available. The Contractor shall submit requested changes to post orders or other special requests regarding unarmed security guard personnel in writing to be approved by Metro.
- 8.23 Metro will not be responsible to pay security guards in training. Security guards in training shall be accompanied by a security guard that meets all these requirements. The training security guard will not be allowed to work a shift position until they meet all these requirements and have received proper approval from Metro.

9. DESCRIPTION OF SERVICES

In addition to Post Instructions, unarmed security guard personnel services shall include, but not be limited to:

- 9.1 Help Metro enhance overall security practices and procedures by taking proactive measures to reduce crime and cyclical problems and enforcing all the rules current Metro sites are governed by, to include Kalamazoo City Ordinance 1844.
- 9.2 All new security guards will undergo a minimum of two days, eight-hours each day, of Metro site specific training before they are allowed to operate as a working security guard. The Vendor will be responsible for this training. Metro will assist the Vendor in providing specific material that shall be covered in these training. The vendor will be responsible to provide a document that certifies a security guard has undergone this training before they start working at Metro.

- 9.3 Once unarmed security guards are trained, the vendor shall make a good faith effort to have the same individual utilized and assigned to the Metro site.
- 9.4 It is important to Metro that security guards on foot patrol are highly visible, particularly during bus and train departure and arrivals.
- 9.5 Unarmed security guards shall be alert to their surrounding area of responsibility, always.
- 9.6 Ensuring unauthorized personnel are not permitted on the Metro grounds or in assigned facilities at any time.
- 9.7 Locking and unlocking doors or gates as specified.
- 9.8 Patrolling the interior and exterior of the buildings, grounds, and monitoring employee vehicles at specified intervals.
- 9.9 Monitor facility surveillance cameras, access control monitors, maintain radio communications with security, answer phone calls, and conduct regular foot patrols/checks at all Metro work sites over the course of their assigned shift.
- 9.10 Reporting known maintenance problems to the appropriate contact.
- 9.11 Completing daily electronic (or the ability to make) Security Report forms that are provided by the security company and ensuring that all activity occurring during shift is recorded; to include but not limited to any unusual/suspicious activity.
- 9.12 Escorting employees to and from their vehicle and assist with employee terminations when requested.
- 9.13 Assisting Metro with all procedures for all federal safety guidelines, emergency evacuations, fire alarms, bomb threats, and other emergencies.
- 9.14 Once Metro has approved a security guard to work at a Metro site, the security guard will be issued a Building Entry Access Card to facilitate the performance of their duties. Security guards are responsible for these access cards and shall immediately contact Metro representative when they have lost or damaged their Building Entry Access card.
- 9.15 If a security guard, that has been issued a building entry access card and determined to no longer be working at Metro sites for any reason, that building access card will be returned to the Metro contract manager. The Vendor will be held responsible for all building access cards not returned to Metro. If the Vendor fails to return a building access card, when deemed appropriate to do so, the Vendor will be billed accordingly.
- 9.16 Reporting any unsafe or hazardous conditions to the Metro contract manager.

10. SITE SUPERVISOR RESPONSIBILITIES

- 10.1 Supervision of security guards is expected to be provided as part of this contract. Supervision will be through the Contractor's Site Supervisors, with input from Metro's staff. The Contractor will staff security guards at the contracted rates, and for the hours requested by Metro.
- 10.2 Represent the interests of the Contractor in relation to the services to be provided under the contract. It shall be the responsibility of the Site Supervisor to contact Metro's contract manager at mutually agreed upon intervals and to resolve any problems with the

security service being provided. The Site Supervisor shall have full authority to act for the Contractor on all contract matters relating to daily operations of the contract.

- 10.3 Be qualified on each officer assignment and be proficient in report writing, advanced security methods, and methods of instruction.
- 10.4 Verify that all officers assigned under the contract are accounted for at the start and end times of their tours of duties.
 - 10.4.1 Notify the Metro contract manager immediately or anytime the Contractor will not have security personnel or security personnel will be late at assigned Metro site locations.
- 10.5 Review security guard's daily patrol logs and incident reports, verify hours, and fulfillment of duties as required by the contract. Report any performance deficiencies exhibited in the officer reports to Metro's contract manager, along with a description of the corrective action taken to ensure that the requirements of the contract are being met.
- 10.6 Ensure that reports are made immediately available to Metro's contract manager, or designated representative, in the event of a breach in security or an accident, in addition to reporting to Fire/Police/Medical Services, as appropriate.
- 10.7 Designate an alternate who will assume site supervisory duties in the event of the regularly assigned supervisor's absence.
- 10.8 Provide a phone number to be used to immediately contact the Site Supervisor during the hours of contracted service.

11. METRO WORK SITES

- 11.1 The primary work site shall be the building and grounds of the following location:

The Metro Kalamazoo Transportation Center (KTC)
459 North Burdick Street,
Kalamazoo, MI 49007
- 11.2 The Contractor will also be responsible for secondary work sites to include the following locations:
 - 11.2.1 **Metro Administration Building**
530 North Rose Street,
Kalamazoo, MI 49007
 - 11.2.3 **The Metro Short Term Parking Lot**
Located directly west of the KTC building, south of the train tracks, available for Metro passenger parking and Metro employee parking. This lot also includes a perimeter fence and enclosed storage buildings. Security guards may use this lot and the employee parking spaces to park their personal vehicles while working at Metro.
 - 11.2.4 **The Ransom Street Employee Parking Lot**
Located directly west of the Metro Administration Building and southwest of the intersection of West Ransom Street and North Rose Street. This lot is surrounded by a perimeter fence and is for Metro employees only.

11.2.5 The Contractor’s responsibility at these secondary work sites will be to ensure exterior security of all buildings/enclosures, deter loitering and camping, and handle any security-related incidents.

11.2.6 As Metro progresses to meet the needs of the community, it may acquire more sites and locations throughout the Central County Transportation Authority Boundaries. The Contractor will be expected to provide additional security for any future Metro sites that are acquired.

11.3 Below is an aerial view of the Metro Work Sites:



12. QUALITY ASSURANCE

12.1 If a security guard uses force at any time, it will be in accordance with the Contractor’s policies, procedures, and training. Metro will not be held liable for any acts of negligence, recklessness, mistreatment, or improper use of force by any Contractor security guards working on Metro sites.

12.2 Security guards will not leave their assigned duty area until they have been properly relieved or at the end of their shift. Under no circumstances shall any assigned duty area be left abandoned without proper authority and notification.

12.3 Any security guard that arrives to work a Metro assigned shift without prior Metro approval of that security guard will result in non-payment of those hours.

- 12.4 The following are expressly forbidden for any Contractor security guard while on duty on Metro sites:
 - 12.4.1 Consumption of alcoholic beverages, use of illegal narcotics (to include marijuana), abuse of legal narcotics, or being under the influence of the same when reporting for, or while on, duty.
 - 12.4.2 Smoking inside or on Metro property.
 - 12.4.3 Allowing relatives, friends, or children, not employed by the Contractor, in and around all Metro sites and secure locations.
 - 12.4.4 Allowing unauthorized personal in secure locations or restricted areas.
 - 12.4.5 Unauthorized recording or dissemination of any video and/or audio recording.
 - 12.4.6 The use of any musical instrument, playing music/recordings of any kind audibly on any device, use of headphones or earbud devices.
 - 12.4.7 Reading books, magazines, newspapers, or other periodicals, on printed material or electronic devices while on duty.
 - 12.4.8 Watching T.V., movies, or other entertainment not work-related or not approved by Metro while on duty.
 - 12.4.9 Bringing pets of any type onto Metro sites.
 - 12.4.10 Sleeping while on duty. A security guard shall always keep their eyes open while on duty.
 - 12.4.11 Possession of firearm or any other weapon of any kind.
 - 12.4.12 Eating or drinking beverages in non-designated areas.
 - 12.4.13 Engaging in sexual activity on Metro property.
 - 12.4.14 Selling items or accepting gratuities from citizens.
 - 12.4.15 Participation or engagement in any criminal activity.
- 12.5 Any violation in this section may result in a Metro dismissal of a security guard. If the dismissal of a security guard is appropriate, the Metro representative will notify the Contractor and it is the Contractor's responsibility to perform the dismissal. It is the Contractor's responsibility to cover the position until a proper security guard replacement can be made.

13. CONFIDENTIALITY

- 13.1 All information obtained while on duty at a Metro facility is confidential. Metro's business shall not be disclosed to any individual, corporation, news entity, or any other government agency at any time without prior, written Metro approval.
- 13.2 Metro believes in security integrity as a top priority. The Contractor will not disseminate/disclose/share any security-specific information for Metro to anyone in the public to include video surveillance locations and angles, control access points, security operations, secure locations, or any other sensitive information.

- 13.3 The Contractor must make a formal Freedom of Information Act request to use any Metro electronic evidence (i.e. video surveillance footage, body worn camera footage, audio recordings) or documentation, before the Contractor will be allowed to possess or use these items in anyway.
- 13.4 Violating any sections of the confidentiality section will be grounds for dismissal of that security guard or any Contractor employee from working at Metro sites. Any severe violation of confidentiality may result in Metro requesting termination of the Contractor contract.

14. NONCOMPLIANCE OF WORK HOURS

- 14.1 If a security guard is unable to report to duty as scheduled, the Contractor shall contact the Metro representative within 30 minutes. If the Metro representative notifies the Contractor that a security guard did not report to a duty station, the Contractor shall provide a trained security guard replacement within one hour.
- 14.2 If the Contractor fails to have the same security guard on duty at a Metro specified work location at the scheduled time for three occurrences during a six-month period, Metro may, at its sole discretion, request dismissal of that security guard.
- 14.3 When a security guard position is vacant of their post, Metro will deduct this amount from the Contractor invoice. If a security guard leaves their post early, this time will be deducted from the Contractor’s invoice. The Contractor shall submit a corrected invoice with the correct number of hours.
- 14.4 Any security guard reporting to work smelling of alcohol, or visually in an impaired state of alcohol or narcotics, and/or out of uniform will not be allowed to stay on duty. An event like this should be considered an emergency and a safety hazard to Metro. Any Metro supervisors and managers trained in alcohol, narcotics, and reasonable suspicion testing and detection shall be allowed to make this request. Contractor shall be responsible for immediate replacement of the guard within one (1) hour. Contractor shall staff this post until the next scheduled guard arrives for duty, or the end of the shift.

15. OVERTIME & BILL RATES

Metro will not pay overtime rates for this service.

16. TIMELINE

As currently proposed, the following tentative timeline will be used when developing the requested RFP. All dates are subject to change:

- Pre-Proposal Walkthrough March 28, 2023
- Proposals Due April 18, 2023
- Proposals reviewed April 2023
- Contract award May 2023
- Organization meeting w/ Contractor June 2023
- Official Start Date July 1, 2023

17. PROJECT FUNDING

This project will be funded using Federal Transit Administration (FTA) Section 5307 transit planning funds made available through KATS, Michigan Department of Transportation (MDOT)

Act 51 monies, and local financial assistance through Metro’s annual operating budget.

18. COMPENSATION

The successful firm shall carry out all the work specified herein and shall bill Metro monthly for work completed with a fully documented invoice detailing all the work performed. Payments shall be made within thirty (30) days after receipt and approval of the documented invoice.

19. PROPOSAL PRICING

The total project cost as stated on the Proposal and Award page shall include all fees, expenses, overhead and profit to complete the work as proposed in response to the scope of work provided herein.

20. NO THIRD-PARTY RIGHTS

It is agreed and understood that the contract is made solely for the benefit of Metro and the Contractor, that it is not made for the benefit of any third party and that no action or defense may be founded upon this contract except by the party’s signatory hereto.

21. PROJECT MANAGER

Eric Davis, Safety & Security Manager, is the Project Manager and shall have general oversight of the services provided herein by the Contractor.

22. POST PROPOSAL INFORMATION

After proposals are opened, Metro may request further proposal information or clarification in selected areas. Requested information shall be provided by the proposer either in writing or by oral presentations. All costs incurred in connection with responding to this RFP will be borne by the Respondent.

23. MERGER

The contract shall contain the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, shall be merged.

24. SELECTION CRITERIA

Metro will evaluate the proposals received based upon the following criteria:

24.1 Respondent’s Approach to an Understanding of the Responsibilities (20%)

24.1.1 The proposal shall address the scope of work in the RFP and explain how the Respondent intends to perform the requirements, description of services, and ensure quality assurance outlined.

24.1.2 The proposal shall include a narrative demonstrating the Respondent’s knowledge and understanding of local transportation security issues. (See section 6.4 for specific trouble areas)

24.1.3 A project schedule shall be provided identifying specific tasks to be performed, milestones, and personnel responsible for each task.

- 24.1.4 A copy of the Respondent’s valid Agency State Security License.
- 24.2 Employer Referrals (25%)
 - 24.2.1 Respondent shall submit three references that verify the qualifications and experience requirements and illustrate Respondent’s ability to provide the services outlined in the specification.
 - 24.2.2 References shall include firm name, point-of-contact, telephone number, and dates services were completed within the past 24 months. Should Metro be unable to verify qualifications and/or experience requirements from said references, or if negative responses are received, this may result in disqualification of response. Metro will be the sole judge of reference responses.
- 24.3 Key Personnel and Qualifications (15%)
 - 24.3.1 The proposal shall provide overall qualifications for key personnel including resumes and descriptions of past experience.
 - 24.3.2 The Respondent shall designate the project manager, key personnel, and point of contact between the Kalamazoo Transportation Department project manager and the Respondent.
 - 24.4.3 Address strength and stability of Respondent.
- 24.4 Quality of Training of Security Personnel (20%)
 - 24.4.1 The Respondent shall include its overall training requirements for security guards, de-escalation training, continuing education, and certification programs as outlined in the RFP.
 - 24.4.2 The Respondent will demonstrate how it fixes issues and holds security guards accountable for not performing to the standards outlined in this RFP, and how it will conduct re-training of security guards.
 - 24.4.3 How Respondent will train and prepare new security guards to work at Metro sites.
- 24.5 Price Proposal (20%)
 - 24.5.1 Shall include all costs necessary to complete the project in full.
 - 24.5.2 Hourly rates for all staff involved and other related charges/expenses to be presented as an hourly amount with the total number of hours estimated to complete each task.
 - 24.5.3 Total cost proposal is to be submitted on the form attached on page 2, section II - Proposal and Award page.

25. EVALUATION PROCESS

Metro will conduct the evaluation process with Metro staff. The Evaluation Team will evaluate all proposals received using the above criteria.

To determine which Respondent is best qualified, the following may be required for those Respondents considered finalists:

- 25.1 Interview and/or presentation by Respondent

25.2 Additional information requested, including a potential best and final offer process (BAFO).

This RFP does not commit Metro to pay for direct or indirect costs incurred in the preparation and/or presentation of a response. All finalists will pay their own costs incurred in preparing for, traveling to and attending interviews. Metro reserves the right to accept or reject any or all proposals in part or in its (their) entirety.

Metro reserves the right to make an award without further discussion of the submittal with the Respondent. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.

26. RESPONSIBILITY

Metro will consider all materials submitted by the Respondent and other information that may be obtained to ensure the proposal meets the criteria and the Respondent has the history of completing projects of this type.

27. INFORMATION REQUIRED IN PROPOSAL

Respondents shall provide four copies of their proposal. Each proposal is to include the following:

- Letter of Transmittal
- Title Page
- Table of Contents
- Proof of Security License and valid status
- Proposal and Award Pages
- Responses to Qualifications Questionnaire
- Respondent will demonstrate how it fixes issues and holds security guards accountable for not performing to the standards outlined in this RFP, and how it will conduct re-training of security guards.
- How Respondent will train and prepare new security guards to work at Metro sites.
- Three references that verify the qualifications and experience requirements and illustrate Respondent's ability to provide the services outlined in the specification.
- Overall qualifications for key personnel including resumes and descriptions of past experience
- Respondents shall include a narrative of information about your company including how you will meet the security needs of Metro to include how you will address transient populations, fighting on the property, drug dealing on and around the property, safety in transportation, and medical emergencies.
- Company Training Manuals
- Company's own Incident Report – Blank copy and examples of ones filled out at other job sites
- Breakdown of Cost Proposal including:
 - Security guard rates, billable hour rates, and holiday rates.

(Note: Final cost proposal must be presented as outlined on attached form on page 2, section II – Proposal and Award Page)

28. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this RFP will be posted on the City of Kalamazoo's website at <https://www.kalamazoocity.org/bidopportunities>. It shall be the Respondent's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all Respondents shall be bound by such changes or addenda. In order for a proposal to be responsive, all addenda must be returned (signed by the Respondent) with the proposal. If you have already submitted your proposal, acknowledge receipt and acceptance of addenda by signing in the place provided and returning them to the City of Kalamazoo Purchasing Division and they shall be incorporated in your proposal. Please identify your return envelope with the proposal reference number and project description.

29. CONFLICT OF INTEREST

Respondents shall notify Metro of any potential conflicts of interest in their proposal submittal. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

30. ASSURANCE OF DESIGNATED PROJECT TEAM

Respondent shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of Metro.

31. QUESTIONS

Questions regarding the specifications may be addressed to Eric Davis, Safety & Security Manager, at 269-337-8203. Questions relative to the proposal procedures and terms and conditions may be addressed to Craig Hull, Buyer at (269) 337-8444.

SPECIAL PROVISIONS

1. DAMAGE TO PREMISES

Any damage to any portion of the premises or the transit fleet shall be reported immediately to the Fleet and Facilities Manager. The Contractor shall be responsible for any damages and resultant repair costs that occur during the life of the contract. All repairs shall be coordinated through the Fleet and Facilities Manager. Any costs incurred by METRO which are the result of the Contractor's failure to perform herein shall be borne by the Contractor.

2. DBE CONTRACTOR COMPLIANCE

- 2.1 The selected Contractor and its subcontractors shall agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- 2.2 Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involved DBEs in the work provided, METRO may declare the Contractor noncompliant and in breach of contract. DBE subcontracts submitted but later cancelled without reasonable cause will constitute a breach of contract.
- 2.3 The Contractor shall keep records and documents for a reasonable time following performance of this contract to indicate compliance with METRO's DBE program. These records and documents will be made available at reasonable times and placed for inspection by an authorized representative of METRO and will be submitted to METRO upon request.
- 2.4 The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 2.5 The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contract receives from METRO. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the METRO. This clause applies to both DBE and non-DBE subcontracts. Non-compliance with this clause will be considered default under the contract.

**SECTION IV
INDEMNITY AND INSURANCE**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan with a rating of A- or better from the A.M. Best Company. All coverage shall be with insurance carriers acceptable to Central County Transportation Authority and be furnished within ten (10) days of Notice of Award.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: 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. It is understood and agreed that by naming the Central County Transportation Authority as additional insured, coverage afforded is considered to be primary and any other insurance the Central County Transportation Authority may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Central County Transportation Authority, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Central County Transportation Authority, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Central County Transportation Authority, 530 North Rose Street, Kalamazoo, MI 49007.

INDEMNITY AND INSURANCE (*cont.*)

Proof of Insurance Coverage: The Contractor shall provide the Central County Transportation Authority, at the time that the contracts are returned to Central County Transportation Authority for execution, a copy of Certificates of Insurance as well as required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so, requested for all coverage as listed above or within 10 days of Notice of Award.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Central County Transportation Authority at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract but shall be interpreted to provide the greatest benefit to the Central County Transportation Authority and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract

**SECTION V
TERMS AND CONDITIONS**

1. AWARD OF CONTRACT

- A. The contract will be awarded to that responsible proposer whose proposal, conforming to this solicitation, will be most advantageous to Central County Transportation Authority according to the criteria outlined herein. Central County Transportation Authority reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.
- B. Notification of award will be in writing by the Purchasing Agent. Upon notification, the Vendor/ Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by Central County Transportation Authority, the Purchasing Agent will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in proposal prices by the proposer shall not be allowed. However, Central County Transportation Authority, at its sole option, reserves the right to negotiate with proposers.

2. REQUEST FOR PROPOSAL AS CONTRACT

Should modifications (after proposal opening) NOT be necessary, this Request for Proposal (RFP) will be executed as the contract. In the event modifications of any nature do occur, a separate agreement shall be negotiated containing mutually agreeable terms and conditions from this Request for Proposals and any addenda.

3. SUBCONTRACTORS – NON-ASSIGNMENT

Proposers shall state in writing any and all subcontractors to be associated with this proposal, including the type of work to be performed. The contractor shall cooperate with Central County Transportation Authority in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The contractor hereby agrees and understands that the contract resulting from this proposal shall not be transferred, assigned or sublet without prior written consent of Central County Transportation Authority.

4. TAXES

Central County Transportation Authority is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or Firm may not be exempt from said taxes and Central County Transportation Authority is making no representation as to any such exemption.

5. PAYMENTS

Unless otherwise specified by Central County Transportation Authority in this proposal, the Firm will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum

stipulated herein for service rendered and accepted. Payments are processed by the Finance Division after receipt of an original invoice from the Firm and approval by the department.

6. CHANGES AND/OR CONTRACT MODIFICATIONS

Central County Transportation Authority reserves the right to increase or decrease services or requirements or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Firm and Central County Transportation Authority.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. Central County Transportation Authority approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

7. LAWS, ORDINANCES AND REGULATIONS

The Firm shall keep themselves fully informed of all local, state, and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. The Firm and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the Firm.

This contract shall be governed by the laws of the State of Michigan.

8. RIGHT TO AUDIT

Central County Transportation Authority or its designee shall be entitled to audit all of the Firm's records, and shall be allowed to interview any of the Firm's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of their payees.

9. HOLD HARMLESS

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify, and save harmless the Central County Transportation Authority, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

10. DEFAULT

Central County Transportation Authority may at any time, by written notice to the Firm, terminate this contract and the Firm's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to perform the services within the time specified herein, or any extension thereof.
- C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- D. Failure to perform in compliance with any provision of the contract.
- E. **Standard of Performance** - Firm guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications call for higher standards, then such higher standards shall be provided.

Upon notice by Central County Transportation Authority of the Firm's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Firm shall immediately remedy said defective performance in a manner acceptable to Central County Transportation Authority. Should the Firm fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the Central County Transportation Authority.

In the event of any breach of this contract by the Firm, the Firm shall pay any cost to METRO caused by said breach including but not limited to the replacement cost of such services with another Firm.

Central County Transportation Authority reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Firm is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, Central County Transportation Authority may bar the Firm from being awarded any future METRO contracts.

- F. All remedies available to CCTA herein are cumulative and the election of one remedy by the CCTA shall not be a waiver of any other remedy available to CCTA, either listed in this contract or available by operation of law.

11. INDEPENDENT CONTRACTOR

At all times the Firm, any of its employees, or its sub-contractors, and their subsequent employees, shall be considered independent contractors and not as Central County Transportation Authority employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Contractor or its employees be entitled to Central County Transportation Authority paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

12. METRO'S RESPONSIBILITIES

CCTA agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys, and reports, if any, as described in the specifications. In addition, CCTA agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by CCTA for the performance of the Firm's work.

13. TERMINATION

This Agreement may be terminated by either Central County Transportation Authority or the Firm by giving written notice at least thirty (30) days prior to the date of termination.

- A. In the event of such termination by the Firm, Central County Transportation Authority, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by CCTA or another firm. In the event that the CCTA incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, CCTA shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.
- B. In the event of such termination by CCTA, CCTA shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.

14. CONTRACT PERIOD, EXTENSIONS, CANCELLATION

- A. The contract shall be in effect for the term stated in the specifications.
- B. Central County Transportation Authority may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- C. Central County Transportation Authority may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the Central County Transportation Authority (if required).
- E. Notwithstanding other provisions of this contract, Central County Transportation Authority reserves the right to cancel the contract due to non-appropriation of funds by Central County Transportation Authority with thirty (30) days written notice.
- F. Notwithstanding other provisions of this contract, either party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.

- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 10, DEFAULT).

APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CCTA CONTRACTS

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1.The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.

2.The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.

3.If requested by the CCTA, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the CCTA duly charged with investigative duties to assure compliance with this clause.

4.Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.

5.The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.

6.The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

(a)Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.

(b)Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.

(c)Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.



Central County Transportation Authority
Purchasing Division
241 W. South Street
Kalamazoo, MI 49007
Phone: 269.337.8020
www.kmetro.com

APPENDIX B

NOTE: This blanket addendum is for informational purposes only and does not need to be acknowledged by bidders in their submission.

COVID-19 ADDENDUM #2

January 1, 2022

TO: ALL Prospective Bidders
PROJECT: ALL Upcoming Projects

The purpose of this addendum is to clarify and/or modify the sealed bid delivery and bid opening process for all upcoming projects. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY

Effective immediately and continuing until further notice, the CCTA will return to IN-PERSON bid openings following City Hall and CCTA guidelines, including Mask Mandate.

BIDS MUST BE RECEIVED BEFORE THE DUE DATE AND TIME – LATE BIDS WILL NOT BE CONSIDERED.

Bidders can submit sealed bids in one of the following ways:

- Mail your bid, to be received before the bid due date and time indicated in the bid document, to CCTA/City of Kalamazoo at the following address:

CCTA/City of Kalamazoo
Purchasing Division
241 West South Street
Kalamazoo, MI 49007

- Deliver your bid to the Treasurer's Office Payment Drop Box located in the northwest corner of City Hall before the bid due date and time indicated in the bid document. Pictures of the drop box location have been provided in **Photo Attachment**.
- Deliver your bid to City Hall In-Person before the bid due date and time indicated in the bid document.

Any bid received after the exact date and time specified for receipt will not be considered. (Note: CCTA reserves the right to consider bids that have been determined by the CCTA to be received late due to mishandling by the CCTA after receipt of the bid and no award has been made.)

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by fax machine or email will not be accepted.

The Purchasing Division will post bid tabulations to the website within 24 hours after the bid opening date and time at: <https://www.kalamazoo.org/bidopportunities>.

Questions regarding this sealed bid delivery and bid opening policy change related to the COVID-19 virus should be directed to the City of Kalamazoo at (269) 337-8020.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michelle Emig". The signature is fluid and cursive, with the first name "Michelle" and the last name "Emig" clearly distinguishable.

Michelle Emig
Purchasing Division Manager



Central County Transportation Authority
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241 W. South Street
Kalamazoo, MI 49007
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COVID-19 Addendum #2

PHOTO ATTACHMENT

CITY OF KALAMAZOO TREASURER'S OFFICE PAYMENT DROP BOX PICTURES

CITY OF KALAMAZOO TREASURER'S OFFICE PAYMENT DROP BOX

Deliver your bid to the Treasurer's Office Payment Drop Box located in the northwest corner of City Hall before the bid due date and time indicated in the bid document.



1. Open drop box located at City Hall.



2. Insert SEALED BID here.

