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CITY OF JOLIET, IL

January 18, 2023

Unarmed Security Services for Gateway Transportation Center and PACE Bus Station
CONTRACT NO. 2697-0223

ADDENDUM NO. 2

To: Prospective Bidders

The attention of all prospective bidders on the above referenced project is called to the following:

Bidder General Questions:

Please note the answers to the following questions received by a potential bidder.

1. **Currently, City of Joliet has a Supervisor position. However, a Supervisor position is not listed in the RFP. Are we to price a Supervisor position? This RFP does not call for a Supervisor Position. Price for supervisor not required.**
2. **Can the City advise what weight each of the below evaluation criteria holds? The City does not assign weight to various criteria.**
3. **How long does it take the City to process a vendor invoice? Invoices are typically processed for payment within 5 business days of receipt. Checks are run and sent out for payment bi-weekly. The City of Joliet is Net-30.**
4. **Can Section 1.2 of the RFP be revised to give the Contractor the right to terminate the Contract at any time for convenience on ninety (90) days' prior written notice to the City? NO.**

5. **We note the drug testing requirements in Section 2.6.F of the RFP. We understand that numerous jurisdictions impose restrictions or a complete prohibition on random drug screening. Can Section 2.6.F be revised as follows to reflect those parameters? NO.**
6. **We note the parameters on price adjustments in Section 3.2 of the RFP. Can Section 3.2 be revised to permit the Contractor to recoup the full amount of increases in the following costs that are outside of the Contractor's control, even where such increases exceed 5%: 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? NO.**
7. **We note the requirement in Item #2 of Section 4.6 of the RFP for Contractors' CGL policy "to name the City of Joliet and its officers and employees as additional insured as their interest may appear." 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. Similarly, certificates of insurance will confirm that the client "is included as an additional insured where required by written contract." Can the bolded provision cited herein be replaced with the following to reflect those parameters? "… to include the City of Joliet and its officers and employees as additional insureds, to the extent of the Contractor's indemnification obligations under this Agreement and up to the required insurance coverage amount. Coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract."**
   We note that Item #5 of Section 4.6 of the RFP requires that the following language appear on the Certificate of Insurance: "The City of Joliet and its officers and employees are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis

for general liability and automobile liability coverage for the duration of the contract term." As noted in the question above, our company's certificates of insurance will confirm that the client "is included as an additional insured where required by written contract." Can the bolded provision cited herein be revised as follows to reflect our company's standard verbiage? Replace the word "endorsed" with the word "included." Insert the phrase "where required by written contract" at the end of the sentence. As long as The City of Joliet is listed as additional insured. No changes to the RFP language will be made.

8. **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 negligent or wrongful acts of our personnel in the performance of security services under client agreements. We note the indemnification provision in the last sentence of Section 4.6 of the RFP: "The Contractor shall indemnify and save harmless the City from any claims against, or liabilities incurred by the Contractor of any type or nature to any person, firm or corporation arising from the Contractor's wrongful or negligent performance of the work covered by the Agreement." Can the bolded provision cited herein be revised as follows to reflect that standard?**
   Replace the phrase "arising from" with the phrase "to the extent caused by." No changes to the RFP language will be made.

See bid document and legal notice for further information on questions and addenda location/notifications.

Prospective bidders shall acknowledge receipt of the appropriate addendum number(s) by stating this on the outside of the sealed bid packet for the above-mentioned contract. BID PROPOSALS SHALL NOT BE OPENED WITHOUT ACKNOWLEDGEMENT OF RECEIPT OF ALL ADDENDUMS FOR THE GIVEN CONTRACT ON THE OUTSIDE OF THE SEALED BID PACKET.