

Request for Proposals #18-1815
Metropolitan Tulsa Transit Authority
ADA Paratransit Fixed Route Flexible Service Amendment #1
Mar 19, 2018

This amendment provides additional information to firms responding to RFP #18-1815 ADA Paratransit Fixed Route Flexible Service issued by the Metropolitan Tulsa Transit Authority (Tulsa Transit).

Purpose: This amendment changes the time of the Pre-Proposal Meeting and clarifies different sections of the RFP document.

I. PRE-PROPOSAL CONFERENCE RESCHEDULED

Pre-proposal conference scheduled for March 29th, 2018 at 9am CDST is being rescheduled to 10am CDST. The pre-proposal conference will also include a facility tour.

II. RFP CLARIFICATIONS

1. Section 3.E. (Vehicle Fleet, Page 10 of RFP): 7 of the 10 2010 vehicles are to be replaced in 2018.
2. 5. TULSA TRANSIT FURNISHED FACILITIES AND EQUIPMENT (page 15)

New subsection:

C. LEASE AGREEMENT FOR VEHICLES AND FACILITIES

Tulsa Transit will require lease agreements for the above agency supplied vehicles and facilities to be negotiated prior to contract award.

3. 6. SUPPLIES AND EQUIPMENT TO BE PROVIDED BY CONTRACTOR (page 15)

Add to the paragraph:

In connection with the contracted services, Tulsa Transit may negotiate with the Contractor to supply additional vehicles and facilities as needed.

4. THE FOLLOWING REPLACES THE "INSURANCE AND INDEMNITY" SECTION IN THE RFP (FROM PAGE 71 THROUGH PAGE 73):

2. INSURANCE AND INDEMNITY

A. General Requirements

Contractor shall purchase and maintain throughout the contract period the following insurance, at its expense, and shall meet all Oklahoma requirements regarding proof of coverage. Certificates of insurance, with all additional insurers named, must be received by Tulsa Transit at least two weeks before the operating contract is executed. Certificates shall be standard industry forms, such as ACORD, or in the form included in

these specifications. In the event of a reduction in any aggregate limit, the Proposer shall take immediate steps to have the full amount of the limits appearing on the certificate reinstated.

All insurance policies listed below shall name Tulsa Transit as an additional insured (except the Workers' Compensation), to the extent of the liability, indemnity, and release obligations assumed by the Contractor herein, with the "as owner" qualification deleted from the protection and indemnity policy, it being the intention to cover the additional insureds regardless of capacity in which the additional insureds are related to the vehicles or services supplied, as applicable. All such policies of Contractor shall be primary to any policies held by any member of Tulsa Transit and shall delete any clause that requires risk sharing or renders primary any other insurance covering any member of Tulsa Transit.

B. Workers Compensation

Contractor shall provide proof of Oklahoma Worker's Compensation insurance coverage covering all employees working on this project prior to contract execution per above.

Such Worker's Compensation insurance shall be sufficient to comply fully with all requirements and coverages specified by the laws of the state of Oklahoma and shall contain Employer's Liability, in coverage amounts not less than \$1,000,000. Contractor agrees that its worker's compensation insurance and employer's liability insurance policies shall be endorsed to designate Tulsa Transit as an alternate employer and as a principal and statutory employer or borrowing employer and shall be further endorsed to waive unconditionally those underwriter's or insurer's rights of subrogation against Tulsa Transit. It is expressly understood that Contractor is not entitled to receive unemployment insurance or workers compensation benefits from MTTA. It is also expressly understood that Contractor is responsible for the payment of (i) all employment taxes (of any kind) and workers' compensation insurance premiums related to the services of any and all members of Contractor, performed pursuant to Contractor's obligations under this Contract, and (ii) all federal and state income tax on any money earned pursuant to this Contract. Contractor agrees to defend, indemnify and hold Tulsa Transit harmless from and against any and all claims, demands, liabilities or causes of action of every kind and character in favor of any governmental agency for the payment of federal, state or local income, social security, unemployment or other employment taxes or penalties or interest accrued, thereon, assessed against Tulsa Transit in connection with the vehicles or services performed by the Contractor or its personnel in accordance with this Contract.

C Minimum Limits of Insurance

- 1) Contractor shall maintain limits no less than:
 - a. General Liability: \$15 million per occurrence and in the aggregate. (Including operations, products and completed operations).
 - b. Physical Damage coverage for all property damage to Tulsa Transit vehicles, whether owned or non-owned, for the entire period of this contract.
 - c. Contractors may provide combined General and Automobile limits. However, the sum of the limits should be at least twice the individual limits required.

D Deductibles

- 1) Any deductibles must be declared and approved in advance by Tulsa Transit.
- 2) The Contractor shall provide a financial guarantee satisfactory to Tulsa Transit guaranteeing payment of losses and related investigations, claims administration, and defense expenses, and indemnifying and defending Tulsa Transit against all such claims, costs and expenses.

E Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Tulsa Transit. This is only a recommendation.

F Other Insurance Provisions

The General and Auto Liability policies are to contain, or be endorsed to contain, the following provisions:

- 1) Tulsa Transit, its officers, officials, employees and the City of Tulsa, its officers, officials, employees ("Tulsa Transit") are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The additional insured status shall also apply to the products and completed operations coverage under the general liability policy.
- 2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects Tulsa Transit, its officers, officials, or employees and the City of Tulsa, its officers, officials, or employees (the "MTTA Group"). Any insurance or self-insurance maintained by Tulsa Transit, its officers, officials, or employees shall be excess of the Contractor's insurance and shall not contribute with it.

- 3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Tulsa Transit.
- 4) The Contractor assumes all risks incident to, or in connection with, its purpose to be conducted under or pursuant to the Contract, and shall indemnify, defend, release and save harmless Tulsa Transit from damages, losses or injuries of whatever nature or kind to persons or property arising, directly or indirectly, out of the Contractor's operations or arising from acts or omissions of its agents, employees or sub-contractors. The Contractor shall indemnify, defend, release and save harmless Tulsa Transit from any penalties for violation of any law, ordinance or regulation affecting or having application to said operations, acts and omissions, or resulting from the carelessness, negligence or improper conduct of the Contractor or any of its officers, directors, managers, agents, or employees, and from the negligence of Tulsa Transit or its employees in connection with the vehicles, work or work site. The presence of, or inspections by, employees or other representatives of Tulsa Transit shall in no manner diminish or affect the indemnities, duties, obligations or responsibilities of the Contractor. The obligations imposed by this paragraph shall not be limited or extinguished by any obligation to provide insurance or by the provision of insurance, the obligation to insure being a separate and distinct obligation, severable and apart from the indemnities given under this Contract.
- 5) Tulsa Transit's ADA complementary paratransit service provides door-to-door service. Each insurance policy required by this clause shall cover all exposures from the door at the trip origin to the vehicle, loading and unloading of passengers, and from the vehicle to the door at the trip destination.
- 6) Each insurance policy required by this clause shall include coverage for acts of misconduct by Contractor, its officers, directors, managers and employees including but not limited to, discrimination, sexual assault and sexual abuse.
- 7) Original Contractor will remain liable for performance of the terms of the contract awarded, despite its assignment.