

DEPARTMENT OF FINANCE  
PURCHASING DIVISION  
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**CITY OF JOLIET**  
**ADDENDUM NO. 2**

**JOLIET POLICE DEPARTMENT – KELTRON ALARM SYSTEM PURCHASE**

**RFP 2206-1116**

THE ATTENTION TO ALL PROSPECTIVE PROPOSERS ON THE ABOVE REFERENCED PROJECT IS CALLED TO THE FOLLOWING QUESTIONS THAT HAS BEEN ASKED REGARDING THE REQUESTS FOR PROPOSALS:

1. Is the Keltron System remoted to a computer monitor? **No, just the Keltron remote screen.**
2. Is there a raised floor? **Yes, it is a raised floor.**
3. Is the Keltron system to connect fire alarm systems only or with security systems be connected as well? How many direct connects? How many digital dialers? **We monitor fire alarms and also security systems. We currently monitor less than 200 alarms; of those it's a fairly even mix of direct connects and digital dialer alarms.**
4. Will an ordinance be passed requiring customers to connect to the City Keltron Network? If an ordinance will be passed please advise if all locations will be required to go through the network or if there are only certain parameters of locations that would be required to go through it. **We are planning this project in two phases. Before phase two, we plan an ordinance adjustment; the details of which still have to be determined.**
5. Approximately how many radios will be connected to the network? **In phase 1, we are only planning on one radio on the City Hall facility across the street at 150 W. Jefferson St, Joliet, IL 60432.**
6. Where will the antennas be located? Where will the headend equipment be located? Who is the contact for these locations? **An antenna on the roof of the police department. Headend equipment in the Communication Center equipment room. The contact for the alarm system will be Alarm Manager Marcy Cardenas.**
7. The maintenance in the bid, is this only for municipal locations or is this for all locations with a radio that is connected to the network? **It is for all equipment included in phase 1.**
8. What would Joliet like included in the maintenance? (i.e. monthly headend maintenance, annual radio inspections, battery replacements when necessary, transceiver replacements when necessary, board replacements when necessary, etc.) **Labor and travel for all of the maintenance for all of the equipment is be included. Annual inspections are to also be included. The only thing that is not to be included would be parts. Parts are to be billed at no more than 10% above the vendors cost and all invoices that the vendor receives for those parts are to be attached to the bills that are sent to City of Joliet to verify that information.**
9. Can we differentiate in our bid between antenna size for the pricing as there is quite a variance in cost? **The antenna that City of Joliet is looking for is a 9 DB Antenna, with radials, 460 to 470 MHZ with ancillary radio network support equipment.**

10. Can an alternate system other than Keltron be proposed? **No, only bids for Keltron Alarm System will be accepted. All other bids will be rejected.**
11. On page 11 of the Bid, Paragraph 9, Indemnity, the questions are:
1. The indemnification section requires the Contractor to indemnify against ***all*** injuries, death, loss, damages, claims, including mechanic lien claims, suits, liabilities, judgments, settlements, costs and expenses but then references ***negligent acts or omissions***. Is the City requiring the Contractor to indemnify for anything beyond negligent acts or omissions such as gross negligence, reckless, fraudulent or deliberately dishonest conduct or intentional misconduct? **The indemnification is as provided in the bid documents and we cannot speculate to tell you which specific acts would or would not be included.**  
If so, for which acts or omissions would the City require indemnification. Would the City be willing to negotiate this provision with the Contractor who is awarded the bid? **No**
  2. The indemnification section reads as if the Contractor must indemnify the City for the actions or Omissions of City employees, "whether or not it shall be alleged or determined that the act was caused through negligence or omission . . . ***or of the City or its employees***". Is the City requiring the Contractor to indemnify the City for the acts or omissions of City employees? **See Contract Language.** If so, can the City further clarify the basis for this request? **No.** If so, would the City be willing to negotiate this provision with the Contractor who is awarded the bid? **No.**
  3. The indemnification section reads as if the Contractor must indemnify the City for the entirety of any claim, not just any contributory portion for which the Contractor would be liable under the law, "***Contractor shall***, at his own expense, appear, ***defend and pay all charges*** of attorneys and ***all cost and other expenses*** arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the City in any such action, the Contractor ***shall at his own expense satisfy and discharge the same***." Is the City requiring the Contractor to waive any caps to which it would be entitled under the law and to contractually assume full responsibility for all claims? **No.** If so, would the City be willing to negotiate this provision with the Contractor who is awarded the bid? **No.**
  4. The indemnification clause states "Contractor expressly understands and agrees that any performance bond or ***insurance protection required*** by the Contract, or otherwise provided by Contractor, ***shall in no way limit the responsibility to indemnify***, keep and save harmless and Defend the City as herein provided." Depending on the answers to the previous question, a Contractor may want to negotiate this provision. Is this provision that the City is willing to negotiate? **No.**
12. On page 17, Notice, Paragraph 7, it states that for construction projects or demolition contracts over \$25,000, the Contractor must provide apprenticeship and training programs ***that are either Registered with the United States Department of Labor's Bureau of Apprenticeship and Training or are reasonably equivalent to such programs***. Does the City consider this bid to be a construction or demolition contract? **Falls under Section 2-440 (a) (7) of the City's Code of Ordinances if the contract is over \$25,000.**
13. On page 17, Notice, Paragraph 4, it states that "The bidder shall provide certificates of insurance indicating the following coverages if called for in the bid solicitation: general liability, worker's compensation, completed operations, automobile, hazardous occupation and product liability." The bid solicitation does not specify the coverages or amounts required. Can the City further Elaborate on which insurance is required and the amount of coverage? **See Below**

### **INSURANCE**

At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Contractor shall furnish Certificates of Insurance to the City before commencing performance or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left". If requested, the Contractor will give

the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

(a) Comprehensive General Liability:

i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$2,000,000.00
Products/Completed Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal Injury	\$1,000,000.00

iii. Exclusions relating to the Explosion, Collapse and Underground hazards shall be deleted.

iv. Coverage is to be written on an "occurrence" basis.

v. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

vi. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

(b) Owners & Contractors Protection:

i. Bodily Injury

Annual Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00

ii. Property Damage:

Annual Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00

(c) Workers Compensation:

i. Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers Compensation Insurance. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Workers Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(d) Comprehensive Automobile Liability:

i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.

ii. Limits:

Combined Single Limit \$1,000,000.00

(e) Umbrella:

i. Limits:

Aggregate \$1,000,000.00

ii. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

(f) The City of Joliet, and its officers and employees, shall be named as additional insureds on all insurance policies.

The Contractor understands and agrees that any bond or insurance required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City as herein provided.

**PROSPECTIVE PROPOSERS SHALL ACKNOWLEDGE RECEIPT OF THE APPROPRIATE ADDENDUM NUMBER BY STATING THIS ON THE OUTSIDE OF THE SEALED ENVELOPE CONTAINING THE PROPOSAL SUBMISSION FOR THE ABOVE MENTIONED CONTRACT. FURTHER, BID PROPOSALS MAY NOT BE OPENED WITHOUT ACKNOWLEDGEMENT OF RECEIPT OF ALL ADDENDUMS FOR THE GIVEN CONTRACT.**

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November 14, 2016