

ADDENDUM No. 1

TOWN OF WETHERSFIELD, CONNECTICUT 06109

**ELDERLY/DISABLED TRANSPORTATION SERVICES
DIAL-A-RIDE & THERAPEUTIC RECREATION**

RFP #2020-04

From: Purchasing Office, Town Hall
505 Silas Deane Highway
Wethersfield, Connecticut 06109

January 31, 2020

Prospective Bidders and all concerned are hereby informed that the following information is to become part of the proposal documents:

Attached are the following informational documents:

- Request for Information No.1
- Dial-A-Ride and Therapeutic Recreation Transportation contract
- Curtin Motor Livery Service invoices- October through December 2019

Elderly/Disabled Transportation Service

Request for Information No.1

Question 1. Do you anticipate extending the bid due date?

Answer 1. The due date for the Request for Proposals will remain the same. Proposals will be received until 2:00 p.m. on February 7, 2020.

Question 2. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

Answer 2. We will select a vendor based upon the submitted proposals and interview process.

Question 3. Was the bid posted to the nationwide free bid notification website www.govwatch.com?

Answer 3. No it was not.

Question 4. Other than your own website, where was the bid posted?

Answer 4. Our RFP was listed on the Town of Wethersfield website and on the State of Connecticut Contracting Portal.

Question 5. We are a management firm that does not own vehicles or employ our own drivers. Does such an ownership and operating structure disqualify us from consideration? Does it violate the requirements of Section D.10 of the Request for Proposals?

Answer 5. The Request for Proposals does not prohibit responses from vendors based on any particular ownership or operating structure, however such factors can be considered in selecting a vendor. Furthermore, ownership and operating structure are not relevant to the requirements of Section D.10 of the Request for Proposals, as this section addresses treatment of the contract after it is awarded.

Question 6. Can you please provide the current contract and the last 3 months of billing?

Answer 6. Please see the attached.

TRANSPORTATION MANAGEMENT SERVICE AGREEMENT

THIS AGREEMENT (the “Agreement”), entered into as of July 1, 2017, by and between the Town of Wethersfield, operating the Elderly Transportation Service, Dial-a-Ride (hereafter referred to as “Wethersfield Dial-a-Ride Program”), and Curtin Motor Livery Service, Inc. (hereafter “Curtin”).

WITNESSETH:

WHEREAS, WETHERSFIELD DIAL-A-RIDE PROGRAM desires to contract with an outside agency to provide management of transportation services to its elderly population authorized by the Town of Wethersfield.

WHEREAS, Curtin is in the business of managing and coordinating transportation services for clients and is prepared to provide such transportation services to the WETHERSFIELD DIAL-A-RIDE PROGRAM.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. TERM

This Agreement shall begin on July 1, 2017, and shall, unless terminated pursuant to Section 5 of this Agreement, remain in effect for a period of one year until June 30, 2018. Two successive contract renewals, each of one year duration, may be exercised for the periods beginning July 1, 2018 and July 1, 2019. The two subsequent years shall be automatically renewed unless a party gives notice to the other party of its intent to terminate this Agreement as provided in Section 5 hereof.

2. TRANSPORTATION SERVICES

2.01 Transportation Services. In accordance with its customary practices and procedures, CURTIN shall provide to WETHERSFIELD DIAL-A-RIDE PROGRAM transportation management services for its exclusive use during the hours of services noted on the Dial-a-Ride Policies, effective July 1, 2017 (see attached Specifications for Wethersfield Request for Proposal and Wethersfield Dial-a-Ride Policy).

2.02 Hours of Service. Transportation Services shall be available to the WETHERSFIELD DIAL-A-RIDE PROGRAM clients as outlined in the Specifications for Wethersfield Request for Proposal and Wethersfield Dial-a-Ride Policy. CURTIN may assist WETHERSFIELD DIAL-A-RIDE PROGRAM in securing any Transportation Services outside of the Hours of Service, at an additional fee, but shall be under no obligation to do so.

3. PAYMENT

WETHERSFIELD DIAL-A-RIDE PROGRAM shall make payment to CURTIN of one-twelfth of the total annual contract value as set forth below. This contract value shall represent at a maximum annual trip volume of 13,500 trips.

- (a) In the first year period (July 1, 2017 through June 30, 2018), the contract equals \$169,290.00 or \$ 14,107.50 per month.

Rates for the second and third years of the contract will be negotiated prior to the start of each fiscal year.

Payment for the current month shall be made by the 20th day of the current month being served.

In reconciling annual trip volume, quarterly reconciliations shall be performed. If the quarterly trip volume goes above 3,750 trips for any three-month period, any excess trips will be additionally billed at \$12.41 per trip.

4. INSURANCE

CURTIN shall maintain all appropriate liability insurance with total coverage in the amount of One Million Dollars (\$1,000,000), including automobile liability insurance and umbrella insurance and assure that any subcontractor providing services maintains same. The Town of Wethersfield, its affiliates and their directors, officers, employees, volunteers and agents shall be named as additional insured on each such policy.

5. TERMINATION

Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated by either party, without cause, at any time, provided written notice of the intent to terminate is given to the other party at least sixty (60) days prior to termination.

Either party shall have the right to cancel and terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receiving written notice of such breach from the non-breaching party.

6. INDEMNIFICATION

CURTIN hereby covenants and agrees to defend, indemnify and hold harmless the Town of Wethersfield, its affiliates and their directors, officers, employees, volunteers, and agents from and against any and all claims, losses, suits, damages, fines, penalties, liabilities, actions, causes of action, costs and expenses (including, but not limited to, reasonable attorneys' fees) resulting from, arising out of or related to any claimed act or omission by CURTIN or any of its directors, officers, employees or agents pertaining to the services and other transactions contemplated hereunder.

7. CERTAIN REPRESENTATIONS, WARRANTIES, AND COVENANTS OF CURTIN

CURTIN hereby represents, warrants, and covenants as follows:

- (a) CURTIN is duly organized, validly existing and in good standing under the laws of the State of Connecticut and has all requisite power to conduct its business as presently conducted.
- (b) CURTIN possesses, and at all times during the term of this Agreement shall maintain in effect, all approvals, authorizations, licenses, permits, franchises, registrations, and operating authority required by law to perform the services contemplated hereunder. The Town of Wethersfield shall have the absolute right to direct CURTIN to cease the utilization of any particular subcontractor which said Town believes to be unsuitable.

8. CERTAIN REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE TOWN OF WETHERSFIELD

The Town of Wethersfield hereby represents, warrants, and covenants as follows:

- (a) The Town of Wethersfield is duly organized, validly existing and in good standing under the laws of the State of Connecticut and has all requisite power to conduct its business as presently conducted.
- (b) The Town of Wethersfield's execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action. This Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms.

9. MISCELLANEOUS

9.01 Entire Agreement: Waiver This Agreement contains the entire understanding of the parties and merges and supersedes any prior or contemporaneous agreements between the parties relating to the Agreement's subject matter. This Agreement may not be modified or terminated orally, and no modification, termination or attempted waiver of any of the provisions shall be binding unless in writing and signed by the party against whom it is sought to be enforced. Failure of a party to enforce one or more of the provisions of this Agreement or to require at any time performance of any of the obligations under this Agreement shall not be construed to be a waiver of any provision by a party nor to, in any way, affect the validity of this Agreement or a party's right to enforce any provision of this Agreement, nor to preclude a party from taking any other action at any time which it would legally be entitled to take.

9.02 Notices Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by registered or certified mail, by overnight express, or hand delivered to CURTIN or WETHERSFIELD DIAL-A-RIDE PROGRAM at the addresses set forth as follows or to any other address of which notice of the change is given to the parties hereto:

To CURTIN	Curtin Motor Livery Service, Inc. 176 Cross Road Waterford, CT 06385 Attention: Kem C. Bruno
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AND

To WETHERSFIELD DIAL-A-RIDE PROGRAM	Wethersfield Dial-a-Ride Program 505 Silas Deane Highway Wethersfield, CT 06109 Attention: Jeff Bridges
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9.03 Independent Contractor Status CURTIN is an independent contractor and nothing contained in the Agreement shall be deemed or construed (a) to create a partnership or joint venture between the Town of Wethersfield, or any affiliate, employee, officer, agent or associate of the Town of Wethersfield and CURTIN, or (b) to create a partnership or joint venture between CURTIN, or any affiliate, employee, agent or associate of CURTIN and the Town of Wethersfield.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement this _____ day of _____, 2017.

WETHERSFIELD DIAL-A-RIDE

By: _____

Title: _____

Date: _____

CURTIN MOTOR LIVERY

By: _____

Title: _____

Date: _____

Curtin Motor Livery Service

Invoice

PO Box 3335
Waterbury, CT 06705
Voice: 203.753.4191 Fax: 203.757.7139
Email: wtbybilling@curtinlivery.com

Date	Invoice #
10/8/2019	399812DR

Bill To
TOWN OF WETHERSFIELD Social & Youth Services 505 Silas Deane Hwy Wethersfield, CT 06109

P.O. No.	Terms	Project
	Net 60	

Quantity	Description	Rate	Amount
	SEPTEMBER TRANSPORTATION VENDOR #21376		
1	WETHERSFIELD DIAL A RIDE P.O.# 20208392	14,107.50	14,107.50
1	EXPANSION PROGRAM P.O.# 2028393	6,997.32	6,997.32
Total			\$21,104.82

Curtin Motor Livery Service, Inc.

77 Store Avenue
Waterbury, CT 06705
(P) 203-753-4191
(F) 203-757-7139

Invoice

Date	Invoice #
11/8/2019	57908

Bill To
TOWN OF WETHERSFIELD Social & Youth Services 505 Silas Deane Hwy. Wethersfield, CT 06109

P.O. No.	Terms	Project
		44251

Quantity	Description	Rate	Amount
	OCTOBER 2019 TRANSPORTATION VENDOR #21376		
1	WETHERSFIELD DIAL A RIDE P.O. # 20208392	14,107.50	14,107.50
1	EXPANSION PROGRAM P.O. #2028393	6,997.32	6,997.32
		Total	\$21,104.82

Curtin Motor Livery Service, Inc.

Invoice

77 Store Avenue
 Waterbury, CT 06705
 (P) 203-753-4191
 (F) 203-757-7139

Date	Invoice #
12/12/2019	400436

Bill To
TOWN OF WETHERSFIELD Social & Youth Services 505 Silas Deane Hwy. Wethersfield, CT 06109

P.O. No.	Terms	Project
	Net 60	

Quantity	Description	Rate	Amount
	NOVEMBER 2019 TRANSPORTATION VENDOR #21376		
1	WETHERSFIELD DIAL A RIDE P.O.#20208392	14,107.50	14,107.50
1	EXPANSION PROGRAM P.O. #2028393	6,997.32	6,997.32
		Total	\$21,104.82