



Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

**AMENDMENT NO. 1 TO
BUS TIRE LEASE**

1. AMENDMENT NO: 1	2. SOLICITATION NO: RFP 2023-147	3. SOLICITATION NAME: BUS TIRE LEASE	4. AMENDMENT DATE: JULY 11, 2023
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5. ISSUED BY
Capital Area Transportation Authority
Purchasing and Contracts Department
4615 Tranter Street
Lansing, MI 48910

6. DESCRIPTION OF AMENDMENT:
The following documentation has been attached to this Amendment:

1. CATA responses to vendor questions.
2. All other terms and conditions remain unchanged.

PLEASE NOTE: Contractor is required to sign this document and return it with the bid/proposal/quote.

NAME / TITLE OF OFFEROR (Type or Print)	COMPANY NAME
(Signature of person authorized to sign)	(Date Signed)



July 11, 2023

Capital Area Transportation Authority Request for Proposal 2023-147
Bus Tire Lease
CATA Responses to Vendor Questions

VENDOR QUESTIONS AND CATA'S RESPONSES:

- 1. Please confirm if respondents to this proposal can submit their standard lease agreement to cover the operational mechanics of the lease.**

CATA confirms that Contractor may submit its standard lease agreement as a proposal for the final lease to be signed after award, but CATA reserves the right to review and revise any such standard form to comply with this RFP, CATA's Standard Terms and Conditions, negotiated terms with the chosen vendor, CATA funding requirements, and applicable law.

- 2. Page 9. Section II: Statement of Work. II-C Scope of Work. 4. Contract Services and Maintenance. 4.5 Mounting/Dismounting. Please confirm if the current vendor is providing tire service.**

No, the current vendor is not Mounting /Dismounting.

- 3. Page 9. Section II: Statement of Work. II-C Scope of Work. 4. Contract Services and Maintenance. 4.5 Mounting/Dismounting. Please confirm if the mount/dismount can be done off-site from CATA (i.e., commercial tire dealer).**

Yes, Mounting /Dismounting can be done off site.

- 4. Page 11. Section III: Compliance Requirements. III-B Disadvantaged Business Enterprises. Please confirm the contract/project goal is zero.**

CATA's DBE goal is 2.57 percent.

- 5. Page 12. Section III: Compliance Requirements. III-D Ownership. Please confirm that this is limited to copies of material provided. REASON: This is not a procurement for works for hire. There should be no transfer of intellectual property and standard products are provided.**

This paragraph states that all "*original* documents, calculations, and work product produced by contractor...in performance of this Agreement" is the property of CATA. This pertains to any work product or data which is produced by the contractor for CATA in performance of the agreement.



6. Page 12. Section III: Compliance Requirements. III-D Ownership. Please modify as follows:

All ~~original copies of~~ documents, calculations, and work product produced by contractor, whether produced on paper or electronic media or otherwise in performance of this Agreement, shall be the property of CATA. Contractor shall have the right to retain a copy of such documents, calculations, and work product. Contractor shall make available to CATA copies of all contractor correspondence, notes, and other papers relating to the work, upon request of CATA. All works of original authorship created in the scope of this Agreement are “works made for hire”, as that term is used in connection with the U.S. Copyright Act. ~~To the extent that by operation of law contractor retains any intellectual property rights to any work product, contractor hereby irrevocably assigns and licenses to CATA all right, title, and interest in such work product, including copyrights and patents, and agrees to execute such assignments and licenses as may be required in the opinion of CATA’s legal counsel to confirm this provision.~~ The work product produced by contractor in the performance of services under this agreement is intended for use by CATA solely for the purpose intended. Any use or reuse of such work product by CATA for any purpose other than its intended purpose shall be at the sole risk of CATA and without any liability or responsibility of contractor. To the extent that the work product produced by contractor contains standard design or construction details or other standardized material previously developed by contractor in its professional architectural, engineering, and planning practices, then contractor shall have the right to reuse any such material on other projects for other clients or persons without the prior knowledge or permission of CATA and without the payment of any compensation to CATA, provided that the reuse or continued use of such material contains no CATA identifying information or confidential information.

CATA is not willing to negotiate modifications to this clause at this time. However, CATA reserves the right to negotiate with the chosen vendor regarding specific terms that are mutually agreeable. If you insist on this provision being included, please state so in your proposal.

7. Page 15. Appendix A – Standard Terms and Conditions of Procurement. 18. Insurance. Please confirm that self-insured retentions can be utilized for Commercial General Liability coverage

REASON: The major corporations participating in this procurement utilize self-insured retentions in lieu of policy coverage for levels specified for Commercial General Liability.

CATA is willing to consider self-insurance.

8. Page 15. Appendix A – Standard Terms and Conditions of Procurement. 18. Insurance. Please confirm your understanding that negotiation of policies can occur up to the point of expiration and notice can not be provided 30 days prior in every instance.

CATA is willing to consider per-policy cancellation terms in the final lease with the winning bidder after Contract award.

9. Page 15. Appendix A – Standard Terms and Conditions of Procurement. 18. Insurance. (b). Commercial General Liability. Please confirm that Professional Liability coverage is not applicable to this procurement.

Confirmed.

10. Page 15. Appendix A – Standard Terms and Conditions of Procurement. 18. Insurance. (b). Commercial General Liability. Please confirm that XCU Hazards is not applicable to this procurement.

Confirmed.



11. Page 15. Appendix A – Standard Terms and Conditions of Procurement. 19. Indemnification. Please modify subparagraph (b) as follows:

From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation and response, and cleanup costs, and for attorney fees and related costs to the extent arising out of, under, or by reason of the Contractor's negligent performance of the contract.

CATA is not willing to negotiate modifications to this clause at this time. However, CATA reserves the right to negotiate with the chosen vendor regarding specific terms that are mutually agreeable and is willing to consider this language. If you insist on this provision being included, please state so in your proposal.

12. Page 32. Attachment D – Pricing Form. Please add tread depth pricing (price per 32nds) for each size and for new and retread for a billing basis for unaccounted, damage, sold, and end of contract.

Denied.

13. Tire Inventory and Control – Section II-C(4.2). Page 9 of 35: Please add the following to the end of this Section: *“The Contractor shall not be responsible for any warranties or services related to any such test tires from companies other than the Contractor.”*

CATA declines to add this language at this time. However, CATA reserves the right to negotiate with the chosen vendor regarding specific terms that are mutually agreeable. If you insist on this provision being included, please state so in your proposal.

14. Compliance with Laws – Section III-C. Page 11 of 35: Please insert *“applicable”* between *“all”* and *“federal”* on the first line.

Approved.

15. Ownership – Section III-D. Page 12 of 35: Please remove this Section in its entirety. Not applicable.

CATA is not willing to negotiate modifications to this clause at this time. However, CATA reserves the right to negotiate with the chosen vendor regarding specific terms that are mutually agreeable. If you insist on this provision being removed, please state so in your proposal.

16. Audit and Inspection of Records – Section III-F. Page 12 of 35: Please add the following to the end of this Section: *“Any access to the Contractor's records and reports pursuant to this section shall be upon thirty (30) days prior written notice, during normal business hours and at the sole cost and expense of the accessing party.”*

CATA declines to add this language at this time. However, CATA reserves the right to negotiate with the chosen vendor regarding specific terms that are mutually agreeable. If you insist on this provision being included, please state so in your proposal.



- 17. Termination for Default – Section A(2) of Appendix A. Page 14 of 35:** Three changes - (i) Please add *“thirty (30) days”* between “by” and “written” on the first line. (ii) please delete the following from the second sentence: “, including the excess cost of reprocurring similar supplies or services” (iii) please add the following to the end of this Section: *“If CATA fails to make any payment due or to perform any obligation under this Contract, Contractor may, at its option and without waiving or limiting any of its other rights or remedies under this Contract or at law, declare all of CATA's indebtedness and obligations to Contractor to be immediately due and payable and may immediately terminate this Contract by giving written notice to CATA to that effect. Upon termination of this Contract for default by either party, Contractor shall be paid its close out costs including the remaining value of tread on leased tires mounted on buses and in spare stock.”*

CATA declines to add this language at this time. However, CATA reserves the right to negotiate with the chosen vendor regarding specific terms that are mutually agreeable. If you insist on this provision being included, please state so in your proposal.

- 18. Termination for Convenience – Section A(3) of Appendix A. Page 14 of 35:** Two changes - (i) please revise the first sentence of this Section as follows: *“Either party may terminate this Contract, in whole or in part, at any time, by a thirty (30) days’ prior written notice to the other party.”* (ii) Please add the following as the last sentence: *“Furthermore, Contractor shall be paid its close out costs including the remaining value of tread on leased tires mounted on buses and in spare stock.”*

CATA declines to add this language at this time. However, CATA reserves the right to negotiate with the chosen vendor regarding specific terms that are mutually agreeable. If you insist on this provision being included, please state so in your proposal.

- 19. Disputes (After Bid Award) – Section A(8) of Appendix A. Page 14 of 35:** Please replace the language under this Section with the following: *“CATA and Contractor intend to resolve all disputes under this Contract to the best of their abilities in an informal manner. In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Contractor shall not be bound by any decision of CATA nor shall Contractor be required to exhaust all administrative remedies before commencing litigation in a court of competent jurisdiction within the state in which CATA is located. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under this Contract shall be heard by a court de novo and the court shall not be limited in such proceeding to the issue of whether CATA acted in an arbitrary, capricious or grossly erroneous manner.”*

CATA declines to add this language at this time. However, CATA reserves the right to negotiate with the chosen vendor regarding specific terms that are mutually agreeable. If you insist on this provision being included, please state so in your proposal.

- 20. CATA Warranty – Section A(17) of Appendix A. Page 15 of 35:** Please revise this Section as follows: *“The rights and remedies provided herein are in addition to and do not limit any rights afforded to CATA by any other clause of this contract. The Contractor shall state the warranty and supply with its bid.”*

Denied.



21. Indemnification – Section A(19) of Appendix A. Page 15 of 35: Please add the following to the end of this Section: *“CATA shall indemnify, keep and save harmless Contractor, its directors, members, agents, officers, and employees, for all losses arising from or in connection with third-party claims of injury, death, or tangible property damage, to the extent that such losses are caused by the negligence or willful misconduct of CATA, its agents or employees. Notwithstanding any other provision of this Contract to the contrary, in no event shall either party be liable for any loss of actual or anticipated profits, loss of anticipated business, downtime costs or delay claims (whether direct or indirect), nor for any other special, indirect, incidental, or consequential damages arising out of, relating to, or in any way connected with this Contract or the provision of tires and/or services, whether based in warranty, contract, tort, negligence, strict liability, or otherwise.”*

Denied.

22. Liquidated Damages – Section A(22) of Appendix A. Page 15 of 35: Please remove this clause in its entirety.

Approved.

23. No Assignment of Contract – Section A(23) of Appendix A. Page 16 of 35: Please replace the language under this Section with the following: *“Neither party shall delegate any duties or obligations under this Contract, nor assign, transfer, convey, sublet, subcontract or otherwise dispose of the Contract or its right, duty, title or interest in or to the same, or any part thereof, without previous written consent of the other party.”*

Approved.

24. Ownership of Documents – Section A(26) of Appendix A. Page 16 of 35: Please remove this clause in its entirety. Not applicable.

CATA is not willing to negotiate modifications to this clause at this time. However, CATA reserves the right to negotiate with the chosen vendor regarding specific terms that are mutually agreeable. If you insist on this provision being removed, please state so in your proposal.

25. Records/Audit – Section B(4) of Appendix A. Page 18 of 35: Please add the following to the end of this Section: *“Any access to Contractor’s records and reports pursuant to this section shall be upon thirty (30) days prior written notice and at the sole cost and expense of the accessing party.”*

CATA declines to add this language at this time. However, CATA reserves the right to negotiate with the chosen vendor regarding specific terms that are mutually agreeable. If you insist on this provision being included, please state so in your proposal.