

Capital Area Transportation Authority



AMENDMENT NO. 1 TO SOLICITATION BUS TIRE LEASE

1. AMENDMENT NO: 1	2. SOLICITATION NO: RFP 2018-122	3. SOLICITATION NAME: Bus Tire Lease	4. AMENDMENT DATE: October 9, 2018
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5. ISSUED BY

Capital Area Transportation Authority
Purchasing and Contracts Department
4615 Tranter Street
Lansing, MI 48910

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

6. DESCRIPTION OF AMENDMENT:

The following documentation has been attached to this Amendment:

- a. Summary Page of Amendments
- b. Please note the Attachment A: Price Form has changed. A “**REVISED**” Attachment A: Pricing Form is attached and must be submitted with your proposal.
- c. Vendor Questions Submitted and CATA Responses.
- d. All other terms and conditions remain unchanged.

NAME / TITLE OF OFFEROR (Type or Print)

COMPANY NAME

(Signature of person authorized to sign)

(Date Signed)



**CATA RFP 2018-122 – BUS TIRE LEASE
SUMMARY PAGE OF AMENDMENTS**

The following documentation has been attached to this Amendment:

- a. Amendment to the I-E Contract Term, Page 3.

The following information been amended from:

The activities in the CATA contract shall cover a period of five (5) years, beginning January 1, 2019 through December 31, 2024.

To the Following:

The activities in the CATA contract shall cover a period of five (5) years, beginning January 1, 2019 through December 31, 2023.

- b. Amendment to II-C Scope of Work, Number 1. Tire Specifications, Page 7, has been amended to include the following:

385/55R22.5 - Low Floor 60' diesel powered buses. Load range minimum shall be L.

- c. Amendment to II-C Scope of Work, Number 5. Mileage Rate, Page 9.

The following information has been amended from:

Respondent shall provide a per-mile tire rate for each tire size requested, i.e., one rate for 275R22.5, one rate for 305/70R22.5 tires and one option rate for the retread tires for each size.

To the Following:

Respondent shall provide a per-mile tire rate for each tire size requested, i.e., one rate for 275R22.5, one rate for 305/70R22.5, one rate for 385/55R22.5 tires and one option rate for the retread tires for each size.





d. Amendment to II-I Cost of Project, Page 10.

The following information has been amended from:

Proposals to include the following:

- Price per tire mile 275/70R22.5 original tread, load range E
- Price per tire mile 305/70R22.5 original tread, load range D
- Price per tire mile 275/70R22.5 retread tire
- Price per tire mile 305/70R22.5 retread tire
- Price per hourly rate for mount and dismount of tire stock
- Price to dispose tire

To the Following:

Proposals to include the following:

- Price per tire mile 275/70R22.5 original tread, load range J *
- Price per tire mile 305/70R22.5 original tread, load range L *
- Price per tire mile 385/55R22.5 original tread, load range L *
- Price per tire mile 275/70R22.5 retread tire
- Price per tire mile 305/70R22.5 retread tire
- Price per hourly rate for mount and dismount of tire stock
- Price to dispose tire

* The yellow highlighted bullet points are the changes made to this section.



SECTION I: PROCUREMENT PROCESS

I-A Issuing Office

This Request for Proposal (“RFP”) is issued by Capital Area Transportation Authority (“CATA”), 4615 Tranter Street, Lansing, MI 48910.

All RFP responses and communications regarding this project during the procurement process must be addressed to CATA’s Purchasing & Contracts Manager:

Nicole Wilson
Purchasing & Contracts Manager
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910
Fax: (517) 394-3733
E-mail: nwilson@cata.org

I-B Project Management

The person designated to perform as CATA’s Project Manager **AFTER AWARD** of the Project is named below. This person is not to be contacted by respondents prior to award. The only CATA contact during the RFP process is CATA’s Purchasing & Contracts Manager named above.

Mr. Dan Hodges
Director of Maintenance
Capital Area Transportation Authority
4615 Tranter Street
Lansing, MI 48910

I-C Project Oversight

The oversight of this CATA Project is the responsibility of the CATA Project Manager, or designee, named in Project Management Section I-B above.

The Contractor will be required to work with CATA staff and service agencies as directed by CATA throughout the duration of the Contract and attend Progress Meetings as required by the CATA Project Manager.

I-D Incurring Costs

CATA is not liable for any cost incurred by any party prior to signing of a contract with that party and then only upon written authorization from CATA to proceed with the project.

I-E Contract Term

The activities in the CATA contract shall cover a period of five (5) years, beginning January 1, 2019 through December 31, 2023.

I-F Type of Contract

Any contract resulting from this RFP will be a fixed price contract.

SECTION II: STATEMENT OF WORK

II-A Background

CATA is the regional public transportation provider for the Greater Lansing area. CATA currently provides transit service to the cities of Lansing and East Lansing, the townships of Lansing, Delhi and Meridian and Ingham County. CATA operates over 30 fixed-bus routes in the urban area and demand-response services in rural Ingham County area. CATA also provides a demand response service designed to meet the needs of persons with disabilities in the urban area, called Spec-Tran. CATA provided 10.2 million passenger trips in FY17.

II-B Objectives of the Project

Obtain proposals to purchase/lease the following:

- New original tread bus tires
- Retread bus tires (Optional)
- Tire services: Maintain on site ready to use inventory, Mount/Dis-mount, Balance and Repair scrap.

The tires proposed in this RFP shall be used by the Capital Area Transportation Authority in its day-to-day operations for a period of five (5) years. The contract shall be a fixed price over a five-year period commencing on January 1, 2019 and ending on December 31, 2024. As an option in this RFP, CATA is requesting proposals include a description and pricing to perform all mounting, dis-mounting, balancing and repairing the tires included in this proposal during the contract period.

II-C Scope of Work

1. TIRE SPECIFICATIONS:

The respondent shall bid both new original tread radial tires and option for retread tires. The new original tread shall be transit type for use on low floor buses. The proposal shall include samples of the proposed retread design for the retread tires being proposed. CATA operates both 40 and 60 foot diesel and diesel electric hybrid low floor buses. The tire sizes required per this specification shall include:

275/70R22.5 - Low Floor 40' diesel powered buses. Load range minimum shall be J.

305/70R22.5 - Low Floor 40'and 60'diesel electric hybrid buses. Load range minimum shall be L.

385/55R22.5 - Low Floor 60' diesel powered buses. Load range minimum shall be L.

Tires shall be speed rated for a maximum of 65 MPH under fully loaded conditions.

2. FEDERAL REQUIREMENTS:

All potential respondents are hereby notified that the Capital Area Transportation Authority has an established goal for the participation of Disadvantaged Business Enterprises (DBE) in FTA-funded contracts in accordance with Section 105f of the Surface Transportation Assistance Act of 1982 (STAA) and 49 CFR Part 23. All potential respondents will be required to comply with these goals and policies, or demonstrate documented good faith efforts to do so.

5. MILEAGE RATE:

Respondent shall quote a per-mile tire rate for tires furnished under this contract for all 40 and 60-foot buses. Respondent shall provide a per-mile tire rate for each tire size requested, i.e., one rate for 275R22.5, one rate for 305/70R22.5 and one rate for 385/55R22.5 tires and one option rate for the retread tires for each size.

II-D CATA Responsibility

CATA will provide:

- Vehicle mileage reports monthly
- Inside tire storage (for new tires)
- Access to appropriate CATA facility(s)
- Work space for tire service and scrap tires

II-E General Requirements

Timeliness: The services of the successful respondent are to commence upon execution of the contract.

Meetings: The successful respondent (Contractor) shall meet with the CATA project manager as required during the project. These sessions may be conducted over the telephone, in person, or via e-mail, as determined by the CATA Project Manager. The Contractor shall make immediate phone calls to the CATA Project Manager if any significant problems are encountered during the project.

Oral Presentations: In addition to any committee and/or community outreach meetings established in the scope of work, the contractor may also make presentations as required.

Reports: The Contractor will provide to the CATA Project Manager an inventory of all tires removed from service.

II-F Deliverables

The deliverables for this project are on site mounted and balanced inventory of new and original tread bus tires, and retread bus tires as identified in this specification. Support supplies, valve stems, caps, wheel weights etc. as designated in the specification. Technical assistance as needed.

II-G Detailed Work Plan

Not Applicable.

II-H Proposal Requirements

Statement describing the Respondent's understanding of CATA's stated problem and project objectives.

Qualifications of the Primary Contractor and each sub-contractor.

Past experience on similar projects – at least three (3) examples for the prime and each sub-contractor.

List of at least three (3) references including specific contact names, addresses, telephone numbers, fax numbers and e-mail addresses.

Certified DBE firms to be involved in the project.

Statement of Agreement with CATA Standard Terms & Conditions and the RFP.

Statement of compliance and agreement to continue compliance with Federal and State laws and regulations, including regulations of the Federal Transit Administration (“FTA”) and the Michigan Department of Transportation (“MDOT”).

Additional Information and Comment – include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

A description of the Respondent’s Quality Assurance Program.

A detailed description of the Respondent’s Transition Plan, if applicable.

Cost proposals based on price per tire mile by tire size and type.

A list of any work that is to be sub-contracted and a description of the qualifications of the Prime Contractor and each Sub-Contractor on the team.

An organizational chart of the Respondent and all Sub-Contractors.

The name and telephone number of person(s) in the Respondent’s organization authorized to negotiate/expedite the proposed contract with CATA.

Executed FTA “Buy America,” “Lobbying,” and “Debarment, Suspension and other responsibility matters” certificates.

II-I Cost of Project

Respondents to include with their proposal detailed and complete project cost in Attachment A, Pricing Form.

Proposals to include the following:

- Price per tire mile 275/70R22.5 original tread, load range J
- Price per tire mile 305/70R22.5 original tread, load range L
- Price per tire mile 385/55R22.5 original tread, load range L
- Price per tire mile 275/70R22.5 retread tire
- Price per tire mile 305/70R22.5 retread tire
- Price per hourly rate for mount and dismount of tire stock
- Price to dispose tire

“REVISED” Attachment A-Pricing Form

CATA RFP # _____

RFP Title _____

Description	Year 1 Cost/mile	Year 2 Cost/mile	Year 3 Cost/mile	Year 4 Cost/mile	Year 5 Cost/mile
Price per tire mile 275/70R22.5 original tread, load range J					
Price per tire mile 305/70R22.5 original tread, load range L					
Price per tire mile 385/55R22.5 original tread, load range L					
Price per tire mile 275/70R22.5 retread tire					
Price per tire mile 305/70R22.5 retread tire					

Description	Year 1 Price/item	Year 2 Price/item	Year 3 Price/item	Year 4 Price/item	Year 5 Price/item
Price per item for mount and dismount of tire stock					

Description	Year 1 Price/tire	Year 2 Price/tire	Year 3 Price/tire	Year 4 Price/tire	Year 5 Price/tire
Price to dispose tire					

Vendor: _____

Signature: _____

Printed Name: _____

Title: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL



October 9, 2018

Capital Area Transportation Authority Request for Proposal 2018-122
Bus Tire Lease
CATA Response to Vendor Questions

WRITTEN QUESTIONS SUBMITTED BY VENDORS:

1. Page 5. I-M Other Duties Assigned by CATA.

- A. Please confirm Task Order is the equivalent to a Change Order to the Contract.
- B. Last sentence. Please amend to read “A written Change Order will then be mutually agreed upon in writing by CATA and the Contractor.”

I-M Other Duties Assigned by CATA is a change order provision and any change order will be subject to mutual written agreement of the parties.

2. Page 6. I-P Independent Price Determination. Unnumbered paragraph 6. Please provide page and title of paragraph relating to the “bullets above”.

The bullet points are referenced on Page 6, Section I-P Independent Price Determination.

3. Page 6. I-Q Contract Payment Schedule.

- A. Please change “statement” to “invoice”. Monthly statements are provided which lists each invoice; however, bidder’s system individually invoices for tires and for service.

CATA considers the terms “statement” and “invoice” to be equivalent.

- B. Second sentence. Please insert “CATA shall pay the Contractor within thirty (30) days of the receipt of an invoice (except as to any amounts disputed in good faith).”

CATA will not pay more frequently than monthly.

- C. Confirm and taxes or fees for which CATA cannot provide an exemption certificate will be invoiced to CATA for payment.





CATA will provide an exemption certificate where required.

D. Please clarify type of “tire inventory tracking” required or is Contractor to provide what their Company requires.

Inventory tracking is conducted onsite and managed by the Contractor with direction from CATA’s management.

4. Page 6. I-R. New paragraph. Please add: “I-R Non-Appropriation of Funds. CATA will promptly terminate this Contract in the event of funding unavailability and will, upon termination, pay for all unused mileage in the tires at a cost calculated in accordance with contract language for valuing the remaining tread on a tire and take title to such tires on an “as is” basis.”

CATA denies the request for additional language but wishes to confirm that the non-appropriation of funds would be a situation covered by the termination for convenience provisions of its Standard Terms and Conditions.

5. Page 7. II-B Objectives of the Project.

A. Unnumbered paragraph 1. Please confirm bullet 3 (Tire service and repair) a are an option for the bidder to quote as well as option for CATA to award.

This is not an option. CATA is requesting a price in the proposal.

B. Unnumbered paragraph 2. Confirm understanding mounting, dis-mounting, balancing and repair option is to be performed offsite by Contractor.

Confirmed. The contractor can perform this work onsite or offsite.

6. Page 7. II-C Scope of Work. 1. Tire Specifications.

A. Please provide the GVWR for each bus axle in Exhibit A.

Buses	GVWR
Buses 512-566	37,930
Buses 567-571	39,460
Buses 572-625	42,540
Buses 6000-6006	63,710
Buses 6007-6011	66,790

B. Please provide the current tire average for each tire size.





CATA is currently expanding service which will change the tire sizes annual average.

7. **Page 8. 4.1 Contract Services and Maintenance. Tire Deliveries and Inventory.**

- A. **Line 2. Being a cost issue, since spare tires are not invoiced until placed on buses, please replace “sufficient” with “mutually agreed upon”.**

The word “sufficient” in Paragraph 4.1, line two, shall be replaced with the “phrase “mutually agreed upon.”

- B. **Please confirm the delivery address for tires.**

Capital Area Transportation Authority (“CATA”)
4615 Tranter Street
Lansing, MI 48910

- C. **Please add the following: “If CATA elects to lease tires under this Agreement, title to and ownership of all tires and equipment furnished by Contractor shall not pass to CATA upon delivery, but will remain with Contractor unless and until CATA has made complete payment therefore.”**

CATA contemplates that title to the tires will remain with Contractor during and after the lease term. Upon making all lease payments under the lease, title to those tires remains with the Contractor and Contractor will pick up the used tires that are no longer under lease. Title stays with contractor.

8. **Page 8. 4.2. Tire Inventory and Control.**

- A. **Line 1. Please amend to read: “CTA will provide, by the 10th of the following month,”.**

We do not understand this question.

- B. **Please add the following at the end of this Section: “Contractor shall not be responsible for any warranties or services related to any such test tires from companies other than Contractor.”**

The contractor will not be liable for test tires that were not manufactured by that contractor.

9. **Page 8. II-C. 4.3. Defective/Damaged Tires.**

- A. **End of line four. Please remove “misalignment”. CATA will be held responsible for premature tire wear due to misalignment.**





Denied

B. Last line. Please amend to read: "CATA does not have experience with excessive brake heat or bead damage; therefore; any bead damaged from demounting shall be billable."

Denied

10. Since there are various reasons when the remaining value of a tire must be determined for invoicing, please add a paragraph:

Any tires which have been damaged beyond repair by an accident, malicious abuse, fire, or which have been lost or stolen, sold, or purchased shall be paid for by CATA as of the date of accident, loss or theft shall be paid for by CATA by paying for any mileage remaining thereon, based on remaining 32/inch of tread, at the effective rate. When a tire is not available for inspection to apply the following formula whether lost, stolen or otherwise missing, or destroyed by a fire, or involved in a collision or accident, CATA shall not reimburse the Contractor in excess of fifty percent (50%) of the current value of a similar tire, unless the Contractor can provide an auditable accounting of the tires accurate mileage prior to the loss. The remaining mileage shall be prorated by determining the percentage of useable rubber remaining multiplied by the following cost per 32nds.

CONTRACTOR'S CONTRACT FIXED COST PER 32 ND OF AVAILABLE RUBBER				
LIST TIRE SIZE	ORIGINAL COST/32 ND	USEABLE 32NDS	RETREAD COST/32 ND	USEABLE 32NDS
275/70R22.5				
305/70R22.5				

Denied

11. Page 8. 4.4. Tire Support and Repair Supplies.

A. Confirm CATA will supply a sufficient supply of wheels to allow a 10 day turnaround for wheels being powder coated.

Confirmed

B. Confirm frequency requirement for powder coating wheels.

This is as required. CATA will notify the vendor when a supply of wheels are available to be serviced.





C. How many wheels were refurbished last year?

CATA refurbished wheels on an as needed basis.

12. Page 8. 4.5. Mounting/Dismounting.

A. Please confirm CATA requires one (1) full-time service tech (provided by Contractor) on site at CATA garage to perform service listed in this section.

Denied, CATA is not requiring a one (1) full-time service tech on site.

B. Please provide hours required for service tech to work at service location.

Please refer to the response provided in question 12. A.

C. Please advise how many mount/dismounts and repairs are averaged on a weekly basis.

CATA is currently expanding service which will change the average mount/dismount and repairs.

D. Last sentence. Please replace to read to read: “CATA performs all on bus tire installation and removals and will inspect tires and keep tires inflated to proper air pressure as recommended by manufacturer. Tire service in general will be in accordance with Tire & Rim Association, Inc. standards.”

Confirmed

13. Page 9. 4.7 Disposal/Run out. Being a cost issue, please amend to read: “All of the Contractor’s tire casing beyond further operational use by CATA shall remain the property of Contractor.”

Tire casing beyond further normal life use by CATA shall remain the property of the Contractor, with the exception of when the tires meet the retread criteria.

14. Page 9. 5. Mileage Rate. Last line. For clarify, please amend to read: “and one option netted rate for the original and retread tires fore each size.

REASON: For record keeping purposes, tire leasing standard is to provide a lease rate for all originals or a netted rate for original and retreads.

Please refer to the amendment, Attachment A-Pricing Form.

15. Page 9. II-D CATA Responsibilities.





- A. **First bullet. Please amend to read: “Vehicle mileage reports by the 10th of the month. CATA will keep the actual beginning and end hubometer mileage for each vehicle each month and shall furnish the Contractor with an accurate list of each vehicle showing (a) active vehicles, (b) new vehicles put into service during the month, with the start service date and (c) old vehicles removed from service during the month, with the date of removal from service and the actual beginning and end hubometer mileage for each vehicle and tire change information for any lease-to-nonlease or nonlease to lease tires. Tire Movement report data will also be provided listing bus number, wheel position, tire brand number on, tire brand number off, and reason code. Payment for invoices will be within thirty (30) days of receipt of proper invoice.”**

CATA will not negotiate contract or warranty languages at this time.

- B. **Second bullet. Please add “Secure” prior to “inside”.**

Denied

- C. **Confirm CATA provide rims for buses and emergency road call service.**

Confirmed

- D. **Confirm CATA will exercise ordinary care in the use of all tires furnished hereunder and in operating, storing and parking its busses equipped with Contractor’s tires so that none of said tires may be subjected to misuse.**

CATA will not negotiate contract or warranty languages at this time.

16. **Page 9. II-E. General Requirements. Please add paragraphs required by tire lease contracts:**

NEWLY ACQUIRED BUSES: Vehicles purchased by CATA during the term of this Agreement will be obtained from the manufacturer, or other seller without tires and CATA will notify Contractor sixty (60) days in advance of date required so that Contractor may specify and furnish to the manufacturer's continental North American facility or port of demarcation the size and type of tires to be placed on the vehicles. A new rate will be negotiated for other vehicles which may be acquired by the Operator taking into consideration the weight of vehicles, carrying capacities, sizes and types of tires, and such additional billing rate shall be included as an amendment to the contract. Any tires lost, stolen, or damaged while in the possession of the vehicle manufacturer, or other seller, or while the vehicle is being delivered to CATA, shall be paid for by CATA on the basis set forth in the Contract. If any such vehicles equipped with tires furnished by Contractor shall be driven overland instead of being shipped, CATA shall pay Contractor for use of such tires at the billing rate per tire mile then in effect within thirty (30) days after receipt of invoice.





LEASED VEHICLES: If leased vehicles are supplied with the Lessor's tires, contractor shall be notified thirty (30) days in advance and the monthly vehicle mileage will be reported for billing. Should the Company terminate or otherwise lose possession of any of the leased vehicles equipped with Lessor's tires, the Company shall pay for each tire (including spares) in accordance with contract terms.

SALE OR DISPOSITION OF VEHICLE: CATA shall notify Contractor prior to any sale or disposition of any of CATA's vehicles equipped with Contractor's tires and, unless Contractor requests otherwise, CATA shall purchase the unused mileage in each leased tire and for any leased tires which remain in stock after such vehicles have been sold or disposed of which cannot be used on other vehicles in CATA's fleet. Payment for the unused tire mileage acquired by CATA under this paragraph shall be on the basis forth in the contract. The contractor shall supply scrap tires, if available at no charge, to CATA in quantities sufficient to support the buses scheduled for disposal."

CATA will not negotiate contract language at this time.

17. Page 9. II-E. General Requirements. Meetings. First sentence. Please replace "as required" with "at mutually agreed upon times".

The requested change is approved.

18. Page 10. II-H Proposal Requirements. Confirm bidders may provide their standard tire lease agreement.

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 and applicable law.

19. Compliance with Laws – Section III-C. Page 11: Please insert "applicable" between "all" and "federal" on the first line.

The requested change is approved.

20. Page 12. III-D. Ownership. Please omit this section in its entirety, and replace with the following language:

Any 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 is prohibited. Contractor reserves ownership of all Intellectual Property in all Products and Services, and this Agreement does not create any right of ownership in CATA. For the purposes of this Section, "Intellectual Property" means





all proprietary interests of any kind or nature, including, interests pertaining to patent rights, copyrights, trade secrets, design rights, prototypes, models, documentation, trade and service marks, and other similar rights throughout the world, however denominated and any amendments, additions or improvements made thereto.

REASON: This is a tire lease Agreement. Contractor will not be producing “works for hire,” design or construction services, or any professional services such as engineering or architecture under this Agreement.

CATA will not negotiate modifications to FTA and MDOT required clauses at this time. However, CATA contracts usually contain mutual restraints on assignment and fair termination for convenient provisions.

21. **Audit and Inspection of Records – Section III-F. Page 12:** Please add the following at 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, during normal business hours and at the sole cost and expense of the accessing party.”*

CATA will not negotiate modifications to FTA and MDOT required clauses at this time.

22. **Termination for Default – Section A(2) of Appendix A. Page 15:** Two changes - (i) please delete the following from the second sentence: “, including the excess cost of reprocurring similar supplies or services” (ii) please add the following at 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 will not negotiate modifications to FTA and MDOT required clauses at this time.

23. **Termination for Convenience – Section A(3) of Appendix A. Page 15:** 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) day prior written notice to the other party.”* (ii) Please add the following as the last sentence to this Section: *“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 will not negotiate modifications to FTA and MDOT required clauses at this time.





24. Page 16. 6. Delivery.

- A. Please amend to read: “Tires will be delivered to CATA within thirty (30) days of receipt of order.”

Please refer to the RFP, page 8, Section 4.1, Tire Deliveries and Inventory.

- B. Confirm understanding leased tires are not invoiced with the delivery of each tire but will be invoiced the following month after the monthly vehicle miles are reported by CATA; service and wheel option will be invoiced monthly as well.

Confirmed

25. Disputes (After Bid Award) – Section A (8) of Appendix A. Page 16: 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.*”

Denied

26. CATA Warranty – Section A (17) of Appendix A. Page 17: Please delete the first sentence of this Section in its entirety and replace it with the following: The Contractor agrees that the supplies or services furnished under this contract shall be covered by Contractor’s standard warranty for such supplies or services.

Denied

27. Commercial General Liability Insurance – Section (18) (b) Page 17: Please remove “Professional Liability” in the first part and the last part of this paragraph.

Approved

28. Indemnification – Section A (19) of Appendix A. Page 17: Please add the following at 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

29. No Assignment of Contract – Section A (23) of Appendix A. Page 18: 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

30. Records/Audits – Section B (4) of Appendix A. Page 22: Please add the following at 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.”

Denied

31. Compliance with Laws – Section B(9) of Appendix A. Page 23: Please insert “applicable” between “all” and “laws” on the second line.

Approved

32. Buy America Provisions – Section B(11) of Appendix A. Page 23: Please insert “the applicable provisions of” between “with” and “49 U.S.C. 5323(j)” on the first line.

Approved

33. Page 26, Section 7 – Prohibition of Discrimination in State Contracts: Please clarify or elaborate on the required information needed or expected on the compliance reports. Are the Compliance Reports and a Certificate of Compliance similar?

CATA does not control what information the Michigan Civil Rights Commission may require. Contractor is encouraged to contact the Michigan Civil Rights Commission for more information.





34. Throughout the entire specification, please confirm references to laws, codes, requirements, and/or regulations pertain to applicable laws, applicable codes, applicable requirements, and/or applicable regulations, as the case may be.

CATA confirms that references to laws, etc., mean references to applicable laws, etc.

35. 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 and applicable law.

36. Page 3. Section I: Procurement Process. I-E Contract Term. Please confirm the length of contract. An end date of December 31, 2024 would be a period of six (6) years.

Please refer to the Amendment. The five-year period commencing on January 1, 2019 and ending on December 31, 2023.

37. Page 7. Section II: Statement of Work. II-B Objectives of the Project. Please confirm if the current vendor is providing tire service (mount/dismount, balance, and repair).

Confirmed

38. Page 7. Section II: Statement of Work. II-B Objectives of the Project. Please confirm what type of balancing is being requested: static or dynamic (spin)

Dynamic

39. Page 7. Section II: Statement of Work. II-B Objectives of the Project. Please confirm if only assemblies for front axle use are to be balanced or all assemblies.

All assemblies

40. Page 7. Section II: Statement of Work. II-B Objectives of the Project. Please confirm if the mount/dismount and balancing can be done off-site from CATA (i.e., commercial tire dealer).

Confirmed. The contractor can perform this work onsite or offsite.





41. Page 7. Section II: Statement of Work. II-B Objectives of the Project. Please confirm if steel wheel refurbishment is required.

Not confirmed

42. Page 8. Section II: Statement of Work. II-C Scope of Work. 4.2 Tire Inventory and Control. Please modify as follows:

All required inventory documentation and verification shall be the responsibility of the respondent. CATA will provide a monthly vehicle mileage report. This monthly report will note the accumulated monthly mileage for each vehicle equipped with the vendors' tires for billing purposes. CATA reserves the right to operate other tires for testing and evaluation. The quantity of these tests will not exceed 10% 30% of CATA's total wheel position at any one time.

Denied

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

CATA's DBE goal is 1.24 percent.

44. Page 12. Section III: Compliance Requirements. III-D Ownership. Please confirm there will be no "works for hire" for this project.

Denied

45. 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 will not negotiate modifications to FTA and MDOT required clauses at this time. However, CATA contracts usually contain mutual restraints on assignment and fair termination for convenient provisions.

46. Page 12. Section III: Compliance Requirements. III-F Audit and Inspection of Records. Please modify as follows:

In the case of all negotiated contracts, and contracts for construction, reconstruction, or improvement of facilities and equipment which were entered into under other than competitive bidding procedures, the Contractor agrees that the grantee, the Comptroller General of the United States, or any of their duly authorized representative shall, for the purpose of audit and examination, be permitted to inspect all work, materials, ~~payrolls,~~ and other data and records, and accounts directly related with regard to the project. Further, the Contractor agrees to maintain all required records for at least three (3) years after grantees make final payments and all other pending matters are closed.

Denied

47. Page 17. Appendix A – Standard Terms and Conditions of Procurement. 8. Disputed (After Bid Award). Please modify as follows:

Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by agreement between CATA and Contractor shall be decided by CATA's Program Manager in writing, with a copy mailed or otherwise furnished to the Contractor. The decision of CATA shall be final and conclusive unless within ten (10) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to CATA a written appeal addressed to CATA's Chief Executive Officer for the determination of such appeal, which shall be final and conclusive, unless determined by a court of competent jurisdiction to have been ~~fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith,~~ or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in





support of its appeal. Pending a final decision of the dispute, the Contractor shall proceed diligently with the performance of the contract and in accordance with CATA's decision.

Denied

48. Page 17. Appendix A – Standard Terms and Conditions of Procurement. 18. Insurance. Please confirm that self-insured retentions or self-insurance are an approved equal for Commercial General Liability Insurance.

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 approve self-insurance with reasonable conditions to be described in the final lease with the winning bidder after contract award.

49. Page 17. Appendix A – Standard Terms and Conditions of Procurement. 18. Insurance. Please modify the first paragraph as follows:

The Contractor shall self-insure or place and maintain with responsible insurance carriers the following insurance. The Contractor shall deliver to CATA, upon request, certificates of insurance which shall provide ~~thirty (30) days' written notice to be given to CATA in the event of cancellation per policy provisions.~~ Contractor shall require all Subcontractors to maintain adequate insurance coverage.

REASON: Negotiation of policies can occur up to the expiration date. Notice can be provided per policy provisions.

CATA is willing to consider self-insurance as described in response to #48 above, and is willing to consider per-policy cancellation terms in the final lease with the winning bidder after contract award.

50. Page 17. Appendix A – Standard Terms and Conditions of Procurement. 18. Insurance. (b). Commercial General Liability. Please confirm that Professional Liability is not required as not applicable to this procurement.

Approved

51. Page 17. Appendix A – Standard Terms and Conditions of Procurement. 18. Insurance. (b). Commercial General Liability. Please confirm that XCU Hazards is not required as not applicable to this procurement.

Confirmed





52. Page 17. Appendix A – Standard Terms and Conditions of Procurement. 18. Insurance. (b). Commercial General Liability. Please confirm that Independent Contractors, if any, can have their own insurance at the levels specified, instead of being covered by the Prime Contractor’s insurance.

REASON: Subcontractors are required to carry their own insurance.

Approved

53. Page 17. 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.

Approved

54. Page 34. Attachment A-Pricing Form. Please modify 275/70R22.5 original tread, load range L to load range J.

Please refer to the amendment, Attachment A-Pricing Form.

55. Page 34. Attachment A-Pricing Form. Please modify 305/70R22.5 original tread, load range J to load range L.

Please refer to the amendment, Attachment A-Pricing Form.

56. Page 34. Attachment A-Pricing Form. Please modify the hourly rate for mount and dismount to a price per each item separately for mount/dismount, balance, and repair.

Please refer to the amendment, Attachment A-Pricing Form.

57. Page 34. Attachment A-Pricing Form. Please add tread depth pricing (price per 32nds) for each size and for new and retread for a billing basis for lost, damage, sold, and end of contract.

Denied

