KANSAS CITY AREA TRANSPORTATION AUTHORITY

ADDENDUM #2

REQUEST FOR PROPOSALS #10-7004-52 TRANSIT TIRE LEASE/ON-SITE TIRE SERVICE

March 11, 2010

The information contained in this Addendum should be considered incorporated into the original Request for Proposals dated February 18, 2010. Receipt of all addendums must be noted on the "Receipt of Addenda" form and included with proposer's Technical Proposal.

CLARIFICATIONS AND CORRECTIONS

Due to the fact that a 36 month run out clause is in effect with the current contract the following Cost Proposal Attachments are no longer required to be submitted:D-3,D-6,D-7,D-10(cost to include purchase) and D-11(cost to include purchase).

QUESTIONS AND ANSWERS

What follows are questions submitted by interested proposers, together with KCATA's responses.

#	Proposal Reference	Questions and Answers
1	Page 2	Notice of Request for Proposal. Paragraph 1. Last sentence. Please clarify options to extend will be mutually agreed upon.
		Answer: KCATA Options.
2	Page 2 – Contract Term	Costs in the tire industry are volatile, and can change drastically over a six year period. In order to reduce the risk to the Supplier, and therefore minimizing the price to the Authority, please consider changing the term from six (6) years with two (2) two-year options to a term of three (3) years with a three (3) year mutually agreeable option and two (2) two-year mutually agreeable options.
		Answer: Denied
		Alternatively, please consider adding a Raw Material Clause to this section. Changes in raw material costs would be evaluated based on pre-determined indices. A sample of such raw material clause is attached.
		Answer: Submit with Cost Proposal
3	Page 2 – Paragraph 1, 7 th Line	Proceeding 'extend' please insert 'either party'.
		Answer: KCATA option to extend only.
4	Page 5	A "tentative award date" is listed. Confirm a new supplier will be granted a minimum of thirty (30) days from Contract Award to mobilize a new contract (i.e. higher employees, order equipment, etc.)
		Answer: Confirmed

5	Page 6 – 2.1.C. – General Requirements	 Goodyear does not agree with KCATA's characterization but would be willing to work with KCATA to provide tire related data as and to the extent mutually agreed. Please confirm this is acceptable to KCATA. Answer: Provide tire related data as requested.
6	Page 6 - 2.1.E.	Confirm Sub-section 3 should be Sub-section 2.3. Answer: Yes A. The Supplier will provide tire service, as outlined in Section II, Sub- section 3 2.3 "Service Requirements", at the KCATA weekdays five (5) days a week, except holidays listed below.
7	Page 6 - 2.1.G.	Omit ", including Supplier personnel absences." Answer: Denied
8	Page 6 – 2.1.H. – General Requirements	This item and item 2.3.C.5 reference (2) two service associates and (1) supervisor with the (2) two associates being full time, please confirm if full serviced, KCATA will provide work area, with a lift to service transit buses. <i>Answer: Confirmed</i>
9	Page 6 – 2.2.B. – Supply of Tires	 (a) In the third line, please delete 'will' and insert 'may'. Answer: No, it already says "to the degree possible" (b) In the fifth line, preceding 'it is' please insert 'absent contingency or force majeure'. Answer: Denied
10	Page 6 – 2.2.C. – Tires To Be Furnished by the Supplier	In the third line, please delete 'all new' as this language conflicts with Item E on page 8. Answer: KCATA does not see a conflict in language.
11	Page 7 - 2.2.	"Any tires lost, stolen, or damaged while in the possession of the bus manufacturer, dealer or seller, or while the bus is being delivered shall be paid for by the Authority." Answer: Denied, tires in transit will be covered by insurance of the transporting agency.

12	Page 7 - 2.2.C.1 Table	 a. Please review attached specifications as approved equal to 305/85R22.5 for supply our 12R22.5, load range H/16 ply and the 315/80R22.5, load range J/18 ply, transit mileage tires. This is a transition year for our transit mileage tire. Our tire meets the Tire & Rim Association standards; OE vehicle manufacturer's requirements; operating conditions for the application as demonstrated by continued use at other properties across the country. Answer: Provisional acceptance. Tires must be used in a complete set of 6 per bus. Provisions must be made to reset Speedometers and Hubometer. b. Please review attached specifications as approved equal to 305/75R24.5 our 285/80R24.5, load range H/16 ply, transit mileage tires. Our tire meets the Tire & Rim Association standards; OE vehicle manufacturer's requirements; operating conditions for the application as demonstrated by continued use at other properties across the country. b. Please review attached specifications as approved equal to 305/75R24.5 our 285/80R24.5, load range H/16 ply, transit mileage tires. Our tire meets the Tire & Rim Association standards; OE vehicle manufacturer's requirements; operating conditions for the application as demonstrated by continued use at other properties across the country. Answer: See above c. Please provide a current monthly mileage report by vehicle number Answer: N/A d. Please provide the current tire average for each original and retread by tire size
13	Page 7 – 2.2.D. – Tire Requirements	 Answer: Refer to question 75 Please confirm the number of wheel positions by model. (For example: please specify whether there are 4 or 6 wheel positions on the Eldorado and Metroflex buses.) Answer: 6 Wheels/Tires per vehicle Also, would the Authority please provide a list of fleet changes by tire size over the contract period? The Authority states in Section I that "vehicle models and delivery schedules are unknown at this time" but does the Authority have an estimate of how the overall number of tires in the fleet, by size, might be affected? Answer: The Authority does not have the information available.
14	Page 7 - 2.2.L. through O.	 Please include language required by bidder's for controlling tire lease inventory: L. LEASED VEHICLES. M. SALE OF VEHICLES. N. TITLE TO TIRES AND EQUIPMENT O. CONTINGENCY Answer: No Additions

15	Page 8 - 2.2. Paragraph F.	Simplify the formula by replacing "base mileage multiplied by the applicable billing rate per tire mile' with "fixed contract cost per 32nd of tread rubber remaining." <i>Answer: Submit this request at the time of proposal.</i>
16	Page 8 – 2.2.E. – Original Recapped and Re-grooved Tires	In the first line, please delete 'new' and insert 'non-treaded'. Answer: The KCATA requires new tires as stated.
17	Page 8 – 2.2.F. – Damaged, Lost and Stolen Tires	 Please amend the first sentence in the second paragraph in this section to read as follows in order to ensure that the Authority receives a fair proposal price: Tires which are damaged beyond repair by an accident or fire, lost, stolen, or have been disposed by the Authority, shall be paid for by the Authority by paying any mileage remaining thereon at the rate then in effect <u>plus</u> <u>casing value at market rate</u>. Answer: Will be negotiated prior to contract award
18	Page 8 – 2.2.F. – Damaged, Lost and Stolen Tires	 (a) Please modify the title of this term to reflect, 'Damaged, Lost, Sold, and Stolen Tires' to accommodate tires that KCATA may sell. Answer: No (b) In the second paragraph, first line, proceeding 'disposed' please insert 'or damaged by negligent, improper use'. Answer: No
19	Page 8 – 2.2.G. – Tire Fitness	In the third line, proceeding 'final' please insert 'except that supplier may at any time remove any tire not believed by supplier to be fit for continued use'. Answer: Accepted The Authority's determination, in the event of dispute regarding fitness for continued use, shall be final except that supplier may at any time remove any tire not believed by supplier to be fit for continued use.

20	Page 8 – 2.2.H. – Storage and	(a) In the fourth line, please delete 'joint' and 'and the Supplier'
	Security	Answer: No
		Answer: No
		(b) Beginning in the fifth line, please delete 'and the risk of loss shall be shared equally between the parties. In lieu of this joint responsibility for the risk of loss, the Supplier may offer an alternative proposal which if reasonable, and in the best interest of the Authority, will be accepted by'.
		Answer: No
		(c) In the seventh line, please delete 'in lieu of joint responsibility. The Supplier'.
		Answer: No
		(d) Beginning in the seventh line, please delete 'in his possession'.
		Answer: No
		(e) In the eight line, please delete 'his'.
		Answer: Confirmed The Supplier shall maintain adequate security for all tires in his possession; as well as his supplies and equipment.
21	Page 8 – 2.2.I. – Tires for New Buses	Please confirm new buses will be purchased without tires and will be fitted with Contractor lease tires.
		Answer: Confirmed
22	Page 8 – 2.2.I. – Tires for New Buses	Please consider amending the first paragraph of this section to read as follows:
		Upon sixty (60) days written notice by request of the Authority, the Supplier shall deliver to a North American bus manufacturer location on any new buses, which the Authority may purchase, new tires of the type furnished under this Contract. The Authority will provide the Supplier with sixty (60) days written notice
		Answer: No change allowed, negotiated at time of contract.
23	Page 8 – 2.2.I. – Tires for New Buses	Proceeding the second paragraph, pleas insert 'Upon Contractor's delivery of the tires to the North American OE Manufacturer, refurbisher, or other outside source designed by KCATA, KCATA, agrees to assume responsibility for such consigned tires in accordance with all terms of this Agreement'.
		Answer: Request denied. The manufacturer or transporting agency will assume the risk.

24	Page 8 – 2.2.J. – Additional	(a) In the second line, please delete 'or has access to such tires'
24	Tire Sizes	(a) In the second line, please delete of has access to such thes
		Answer: No
		(b) In the fourth line, proceeding 'sizes' please insert 'or make/model vehicle'
		Answer: Denied
25	Page 8 – 2.2.K. – Scrap Letter	Please amend the section below to read as follows:
	Agreement	The Supplier shall provide the Authority a "Scrap Tire Letter of Agreement" which shall become an attachment to the contract. This letter shall allow the Authority to work with the contractor to mount uncut scrap tires on out-of-service buses. <i>The Authority shall provide (30) days written notice to the Supplier when scrap tires are required for out-of-service buses</i> .
		Answer: Denied
26	Page 9 - 2.3.B.	Confirm monthly periodic inspection does not include an inventory of brand numbers but is for inspections relating to tire condition.
		Answered: Confirmed.
27	Page 9 – 2.3.C. – Continuous Service – Supplier Responsibilities	Please confirm that the Authority only has one site location requiring service. If there are other locations please provide a split of vehicles by site location.
	1	Answer: One location.
		Additionally, are Supplier personnel required to drive vehicles? If so, will training be provided by the Authority at no cost to Supplier?
		Answer: No supplier personnel are required to drive buses.
28	Page 9 – 2.3.C. – Continuous Service – Supplier Responsibilities	Proceeding 'shall' in the first line, please insert 'as to vehicles provided to Supplier for service'.
	Responsionales	Answer: Denied
29	Page 9 – 2.3.C.1. – Continuous Services –	Please provide further information on the alignment check requirement that KCATA is requesting to confirm compliance and confirm if KCATA will be providing the
	Supplier Responsibilities	alignment machine and work area.
		Answer: Checks will be performed in conjunction with KCATA shop personnel upon request.
30	Page 9 - 2.3.C.2.	Omit this section in its entirety.
		Answer: Denied

31	Page 9 – 2.3.C.2.	In the second line, please delete 'safety and road hazard' and insert 'damage'.
		Answer: Denied
32	Page 9 – 2.3.C.2. – Continuous Service – Supplier Responsibilities	Do the Authority owned tires on the "other" vehicles have unique identifiers such as a brand number?
		Answer: No, tires on other KCATA vehicles are standard retail tires.
33	Page 9 - 2.3.C.5.	Confirm the Authority will (1) provide a lift in the tire service area if optional Service Person is awarded and (2) the Supplier is not responsible for bus operation.
		Answer: Confirm.
34	Page 9 – 2.3.C.5. – 'OPTIONAL'	Please confirm if KCATA is requesting 'Road Call Service'.
	OF HONAL	Answer: No, not a requirement.
35	Page 10 – 2.3.C.6.i –	(a) In the first line, preceding 'checking' please insert 'visually'.
	Continuous Service – Supplier Responsibilities	Answer: This is understood to be a visual check".
		(b) Please confirm the visual inspection applies to 'Full Service Only'.
		Answer: Buses in service.
36	Page 10 – 2.3.C.6.i – Continuous Service – Supplier	Please confirm that this is a visual inspection that is to be done only if visible during tire service.
	Responsibilities	Answer: On call requirement during normal service hours.
37	Page 10 – 2.3.C.6.j –	Are the valve caps flow-thru?
	Continuous Service – Supplier Responsibilities	Answer: No
38	Page 10 - 2.3.C.6g.	Please clarify to read "Remove Supplier's scrap tires in a timely manner."
		Answer: Agreed
		g. Remove <i>suppliers</i> scrap tires in a timely manner
39	Page 10 - 2.3.C.6i.	Omit in its entirety.
		Answer: Denied

40	Page 10 23 C 6k Dullet 2	Amond to read: "Static or dynamic balance
40	Page 10 - 2.3.C.6k. Bullet 3.	Amend to read: "Static or dynamic balance.
		Answer: Denied
41	Page 10 - 2.3.C.6k. Bullet 4.	Omit in its entirety.
		Answer: Denied
		Answer: Dented
42	Page 10 – 2.3.F.3. – Responsibilities of the	Please confirm that the Authority will or will not provide water and a vehicle lift or make it available for Supplier use.
	Authority	make it available for Supplier use.
		Answer: The Authority will provide water and a vehicle lift or make it
		available for Supplier use.
43	Page 10 – 2.3.F.4. – Responsibility of the	Please confirm when the supplier is not working the following shall apply, 'To assure its effective use, existing spare stock shall be applied prior to application of
	Authority	new inventory. Vehicles shall be equipped with the sizes and types of rims of
		sufficient strength to permit inflation necessary for the load carrying capacity
		required and spaced to conform to the approved standards of The Tire & Rim Association of America, Inc. Operator aggress to apply to, remove from, and
		remount on rims or wheels tires furnished and to perform all other tire service,
		including regrooving and repair of flat tires, as required by Contractor to keep them in proper operating condition. Operator will keep said tires inflated to conform to
		the approved standards of The Tire & Rim Association of America, Inc.'.
		Answer: No
4.4	Dec. 11 22C1 Dec. 1	
44	Page 11 – 2.3.G.1. – Record Keeping Requirements	Please consider amending this section to read as follows:
		1. The Authority will provide to the Supplier, <i>in an electronic format</i> , on
		or before the $\frac{15 \text{th}}{10^{\text{th}}}$ day of the month, a list of buses and the Hubometer mileage, for the previous month.
		Answer: Denied
		On a monthly basis the Authority shall furnish the Supplier with an
		accurate Fleet list, showing:
		(a) Active vehicles(b) New vehicles put into service during the month, with the start
		service date
		(c) Retired vehicles removed from service during the month, with the date of removal from service
		Annual Annual
		Answer: Agreed
L		<u> </u>

45	Page 11 – 2.3.G.3. – Responsibility of the Authority	(a) Please confirm your understanding; bidders' policy on Confidentiality is applicable to this specification.
		Answer: Refer to section 3.9 Disclosure of Proprietary Information
		(b) Beginning in the third line, please delete 'and upon the Authority's request, by representatives of firms owning any tires serviced by the Supplier under this Contract'.
		Answer: Denied
46	Page 11 - 2.3.G.4.	Omit last sentence.
		Answer: Denied
47	Page 11 - 2.3.H.	Omit this section in its entirety. There are no part numbers for each wheel size or corresponding pricing lines on the bid form.
		Answer: Denied, statement of fact. No cost proposal is required.
48	Page 11 – 2.3.H Wheels	Please consider adding "Wheel Refurbishment" to the Supplier's responsibility as this could lead to improved tire service. The Authority n effort to improve tire service due to coordination of wheel refurbishments being Contractor responsibility
		Answer: Supply as an alternate with Cost Proposal.
49	Page 11 - 2.5. Paragraph 2.	Following "Contractor shall be relieved of any requirement to furnish the Authority with tires" please insert ",services, equipment or supplies."
		Answer: Ok
		Contractor shall be relieved of any requirement to furnish the Authority with tires <i>service, equipment or supplies</i> during said thirty-six (36) month period unless requested by the Authority and agreed to by Contractor.
50	Page 11 – 2.5.2 – Continued	Please amend this section as follows to include service and supplies:
	Tire Use Options	2. All terms, conditions and provisions of said contract, as previously amended and extended, shall remain in full force and effect during said thirty-six (36) month period, except that Contractor shall be relieved of any requirement to furnish the Authority with tires, <i>service, or supplies</i> during said thirty-six (36) month period unless requested by the Authority and agreed to by Contractor.
		Answer: Denied

51	Page 12 - 2.3.	To simplify record keeping, auditing and budgeting during the run out period, please replace text to read: "The rental rate shall be based on the fixed cost per 32nd of rubber remaining in effect at the expiration date. At contract expiration, Contractor and Authority will jointly inventory the remaining useful rubber (1/32 increments) on all of the Contractor's tires to determine the remaining mileage left on each tire. The remaining mileage for tires shall be determined by multiplying the number of 32nds of an inch of rubber remaining on each tire by the applicable cost per 32nd shown below. Total 32nds of rubber on all tires will be added together and the result shall be divided by the thirty six (36) months of the run out period, and Operator shall pay that sum each month to the Contractor regardless of actual use of the Contractor's tires."
		LIST ALL TIRE SIZESORIGINAL FIXED COST/32^NDRETREAD FIXED COST/32^NDExample:Original tire is 50% worn or 13/32nds remaining 13/32nds remaining x \$10.00/32nds = \$130.00
		Answer: Submit with proposal as an alternate cost.
52	Page 12 - 2.5. Paragraph 5.	In conjunction with request above, there would be no additional invoicing at the end of the 36-month period. Replace existing language with the following: "Upon the expiration of said thirty-six (36) month period, the Authority will acquire each such used tire as is, without further charge, and Supplier makes no warranties as to the condition or fitness for continued use of such tires." <i>Answer: See above</i>
53	Page 12 - 2.5. Paragraph 7.	Add the industry standard alternative language to tire run out option since a method is needed to address the disposition of lease tires at the end of the contract: "In lieu of the above run-out option, The Authority will purchase any mileage remaining thereon in accordance with the formula for determining the value on tires. Any payment for tires and tubes required by The Authority under this paragraph shall be made within thirty days after the date of the invoice. Upon payment in full, title will transfer to The Authority who will acquire each such used tire as is, and Contractor makes no warranties as to the condition or fitness for continued use of such tires." <i>Answer: See answer to question 51</i>
54	Page 12 – 2.5.5 – Continued Tire Use Option	Proceeding this item, please insert the following, 'KCATA will acquire each such used tires as is, and Contractor makes no warranties as to the condition or fitness for continued use of such tires'. <i>Answer: No</i>
55	Page 12 – 2.5.6 – Continued Tire Use Option	Please delete the first sentence in its entirety. Answer: No

56	Page 12 – Preceding Section 3 – Proposal Instructions	Please insert the following extrapolated language from our standard tire lease agreement, 'KCATA agrees to use exclusively tires furnished by Goodyear, however, KCATA may use up to 5% of its fleet, for test purposes, on tires of other manufacturers'.
		Answer: No Modifications to Section 3 Allowed.
57	Page 13 – 3.4. – Authorization to Propose	In the third line, please delete 'officer' and insert 'authorized representative'.
		Answer: No
58	Page 15 – 3.9.B. – Disclosure of Proprietary Information	Preceding the paragraph, please insert 'Notwithstanding the foregoing, KCATA will protect documents so marked to the fullest extent possible under applicable Law'.
		Answer: Denied
59	Page 16 – 4.3.B.3. – Letter of Transmittal	In the first line, please delete 'officer' and insert 'authorized representative'.
		Answer: Denied
60	Page 17 – 4.3.5. – Financial Condition of the Firm	In the third line, proceeding 'statements' please insert 'submitted herewith'.
		Answer: Denied
61	Page 18 – 4.3.8.b. – Omissions	In the third line, please delete 'industry'.
		Answer: Denied
62	Page 19 - 4.4.C.	Please confirm this requirement does not apply to this procurement and should be omitted.
		Answer: Confirmed
63	Page 20 – 4.6 – Technical Proposal Evaluation Criteria	Has the Authority has assigned a weight (%, points, scale) to each of the listed criteria in this section? If so, please consider providing this to the Suppliers.
		Answer: As stated the evaluation criteria are listed in descending
		order of importance.
64	Page 20 – 4.6.A. – Technical Proposal Evaluation Criteria	Please confirm your understanding certain cost information is considered proprietary and not open to disclosure.
		Answer: Proprietary information should conform to instructions in
		3.9.A.
65	Approved Equal	Please accept the Supplier's 12R22.5 as an approved equal to the 305/85R22.5. See attached technical sheet.
		Answer: Answer: Provisional acceptance. Tires must be used in a complete set of 6 per bus. Provisions must be made to reset Speedometers and Hubometer.

		Answer: Confirmed
67	General	Goodyear respectfully requests the attached language titled 'Standard Rider for Mileage Contracts' be incorporated into the specifications. Answer: Denied
68	General	Please clarify that the invoicing will occur in the State of Missouri and that it is not bi-state.
		Answer: Invoicing will be generated by the Firm under contract. As stated in the RFP the KCATA is located in the State of Missouri.
69	General	What is the order of precedence in case of conflict between the different sections of Proposal # 10-7004-52?
		Answer: Need to be more specific.
70	General	Goodyear respectfully requests the attached language titled 'Taxes, Charges' be incorporated into the specifications.
		Answer: Denied
71	General Scope of Services Clarifications	Please provide the current work schedule utilized by the current tire service provider.
		Answer: Same as detailed in 2.3.C.5, 6:00 AM to 2:30 PM.
72	General Scope of Services Clarifications	What are the current tire lease rates by size?
		Answer: 305/75R24.5 \$.004285
		305/85R22.5 \$.004285
		275/70R22.5 \$.003379
		255/70R22.5 \$.007019
		LT225/75R16 \$.003452 245/70R19.5 \$.006076
73	General Scope of Services Clarifications	What is the current hourly pay rate for the service staff?
		Answer: Not Available

74	General Scope of Services Clarifications	What is the current monthly service charge? Answer: \$10,514		
75	General Scope of Services Clarifications	Answer: Tire Size 305/75R24.5 305/85R22.5 275/70R22.5 255/70R22.5 LT225/75R16	re mileage performance b Original 90,000 90,000 90,000 35,000 38,000	Retread 45,000 45,000 45,000 18,000 19,000
76	General Scope of Services Clarifications Appendix A – Contract Conditions	245/70R19.5 31,000 15,000 What is the number of damaged tires per month or year? Answer: This information is not available Any requested changes to Contract Conditions should be submitted with proposal.		

END OF ADDENDUM #2

Attachments: ATTACHMENT K Receipt of Addendum

ATTACHMENT K ACKNOWLEDGMENT OF ADDENDA

The following form shall be completed and included in the proposal.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

ACKNOWLEDGMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.		, Dated
Addendum No.		, Dated
Addendum No.		, Dated
Addendum No.		, Dated
Offerer:		
	Name	
		Street Address
		City, State, Zip
		Signature of Authorized Signer
		Title

Phone