

INVITATION FOR BIDS

ADDENDUM # 2 Questions and Clarifications

Transit Bus Tire Lease IFB# 2021-15

TO: Prospective Bidders
FROM: Jamie Arbogast, Director of Procurement
DATE: December 30, 2021
SUBJECT: Addendum No. 2 – Questions and Clarifications

The following is included as part of Addendum No.2 and supersedes the language/requirements set forth in the original "Invitation for Bids" and Addendum No.1.

ADDENDUM # 2 – Questions and Clarifications

#	Questions submitted or asked	Response from GPMTD
1	Page 13. 1-9 Disadvantaged Business Enterprise (DBE) Participation. Please confirm the contract goal as zero. REASON: The companies engaged in tire leasing are major global companies that are not DBE. As this procurement is for tires only, there is no opportunity to subcontract.	<i>GPMTD has an overall Triennial DBE goal as stated in the IFB document (page 49, 8-7 paragraph 1). The goal listed is not specific to this contract.</i>
2	Page 17. 2-3 Prices for Lease of Tires. Please confirm your desire to have bid pricing represented as a vehicle rate. REASON: Most bids are based on a rate per mile. The vehicle rate is this rate multiplied by the number of wheel positions per bus.	<i>IFB (The price quoted shall be stated on per tire mile) there are 6 tires on a bus and we have 53 vehicles. Present your own formula.</i>
3	Page 17. 2-5 Material Furnished. Please confirm that GPMTD is removing rear tires at 4/32nds. REASON: DOT minimum tread depth for non-steer positions is 2/32nds.	<i>Tires are removed front 4/32 and rear 2/32. You are correct. 2-5 should include 4/32 on front and 2/32 on rear.</i>
4	Page 18. 2-11 Title to Tires and Tires Equipment. Please confirm the size on the New Flyer Excelsior is 305/70R22.5.	<i>The tire size is 305/70R22.5 305/80R22.5 is not correct</i>

5	<p>Page 18. 2-11 Title to Tires and Tires Equipment. Please confirm if there are any special tire requirements for the Proterra Catalyst 2. REASON: Initial production of the Proterra Catalyst E2 limited the fitment to a special tire from Michelin. Proterra modified their design in later production to allow for most standard 315/80R22.5 to be utilized.</p>	<p><i>The last information we have that Michelin tire was made exclusively for Proterra Catalyst 2. If you have documentation that Proterra modified this requirement to include most standard 315/80R22.5 that will be acceptable.</i></p>
6	<p>Page 25-28. 3-14 Insurance Requirements. Endorsements. Please confirm that specific contract information may be conveyed on Certificate(s) of Insurance in lieu of specific contract policy endorsements. REASON: Major global corporations contract with thousands of entities. As a matter of practicability, policies are not endorsed for specific individual contracts.</p>	<p><i>OK, Confirmed.</i></p>
7	<p>Page 25-28. 3-14 Insurance Requirements. Notifications. Please confirm your understanding that negotiation of policies can occur up to the point of expiration and a COI, or notice of cancellation, may not be provided prior to expiration in every instance.</p>	<p><i>OK, Confirmed.</i></p>
8	<p>Page 25-28. 3-14 Insurance Requirements. Copies of Policies. Please confirm your understanding that copies of insurance policies cannot be provided but inspection of policies can be arranged. REASON: Major corporations consider policies confidential and proprietary. Inspection of policies can be arranged on mutually agreeable terms.</p>	<p><i>GPMTD is agreeable to signing a nondisclosure agreement where GPMTD would keep them confidential unless in litigation with them concerning the insurance provided as a compromise.</i></p>
9	<p>Page 25-28. 3-14 Insurance Requirements. Subcontractors. Please confirm that subcontractors (if any) may carry their own insurance in lieu of the prime contractor providing coverage for subcontractors.</p>	<p><i>OK, Confirmed.</i></p>
10	<p>Page 25-28. 3-14 Insurance Requirements. 3-14.2 Required Coverages. A. Commercial General Liability. Please confirm self-insured retentions may be utilized for CGL. REASON: The major corporations that participate in tire leasing utilize self-insured retentions for this coverage.</p>	<p><i>OK, Confirmed.</i></p>

11	Page 25-28. 3-14 Insurance Requirements. 3-14.2 Required Coverages. B. Business Automobile Policy. Please confirm Comprehensive coverage is not applicable to this procurement.	<i>OK, Confirmed, GPMTD will revise.</i>
12	Page 25-28. 3-14 Insurance Requirements. 3-14.2 Required Coverages. B. Business Automobile Policy. Please confirm Collision coverage is not applicable to this procurement.	<i>OK, Confirmed, GPMTD will revise.</i>
13	Page 25-28. 3-14 Insurance Requirements. 3-14.2 Required Coverages. C. Professional Liability. Please confirm this coverage is not applicable to this procurement.	<i>OK, Confirmed, GPMTD will revise.</i>
14	<p>Page 25-28. 3-14 Insurance Requirements. 3-14.2 Required Coverages. E. Other Insurance Provisions. Please modify paragraph b. as follows:</p> <p>For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it. Contractor shall procure and maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.</p>	<i>OK, GPMTD will revise.</i>
15	<p>Page 33. 5-11 Indemnification and Hold Harmless. Please modify as follows:</p> <p>To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless, and upon request, defend GPMTD, its officers, directors, Board Members, employees, agents, representatives,</p>	<i>OK, GPMTD will revise.</i>

	<p>volunteers, subsidiaries, successors, and assigns (“Indemnitees”), from any claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys’ fees and court costs) for any losses, damages, injuries, or death to any persons including Contractor’s employees or any Subcontractor’s employees, or for damage or loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations, performance, breach, course or Scope of Work, act, omissions, or presence upon, use, or other encountering of any property, facilities, personnel, vehicles, equipment, or operation of GPMTD by or involving GPMTD, Contractor or any of their employees, agents, representatives, facilities, vehicles, materials, equipment, or Subcontractors (regardless of tier) or anyone directly or indirectly employed by any of them, in any connection with the Work performed by or on behalf of Contractor, regardless of whether the Contractor is a party to any lawsuit. In that regard, this obligation to indemnify includes, without limitation, claims against GPMTD for GPMTD’s own negligence or fault.</p>	
16	<p>Page 57. Attachment F – Indemnity and Insurance Requirements. Please modify paragraph 2 as follows:</p> <p>You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor’s liability under this agreement. The full coverage and limits afforded under Contractor’s policies of Insurance shall be available to GPMTD and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be, at least: 1 – all the Insurance coverage</p>	<p><i>OK, GPMTD will revise.</i></p>

	<p>and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement; whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to GPMTD.</p> <p>REASON: The companies engaged in tire leasing are major companies that most likely have higher coverage amounts. That is not a reason GPMTD should be entitled to those coverages. The specified coverage for the project should be the coverage.</p>	
17	<p>Page 57. Attachment F – Indemnity and Insurance Requirements. Please modify paragraph 3 as follows:</p> <p>Contractor shall furnish the GPMTD with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to GPMTD before work begins. GPMTD reserves the right to <u>inspect</u> require full-certified copies of all Insurance coverage <u>at Contractors’ headquarters during normal business hours and upon request and endorsements.</u></p>	<p><i>In reference to question #8.</i></p> <p><i>GPMTD is agreeable to signing a nondisclosure agreement where GPMTD would keep them confidential unless in litigation with them concerning the insurance provided as a compromise.</i></p>
18	<p>Page 57. Attachment F – Indemnity and Insurance Requirements. Please modify I. Indemnification as follows:</p> <p>To the fullest extent permitted by law, Contractor agrees to indemnify, and hold harmless, and upon request, defend GPMTD, its officers, directors, Board Members, employees, agents, representatives, volunteers, subsidiaries, successors, and assigns (“Indemnitees”), from any claim, liability, damage, expense, suit or demand (including, without limitation, reasonable attorneys’ fees and court costs) for any losses, damages, injuries, or death to any persons including Contractor’s employees or any Subcontractor’s employees, or for damage or</p>	<p><i>OK, GPMTD will revise.</i></p>

	<p>loss to any third-party property, arising out of or in any manner related to, based upon, or in connection with any operations, performance, breach, course or scope of Work, act, omissions, or presence upon, use, or other encountering of any property, facilities, personnel, vehicles, equipment, or operation of GPMTD by or involving GPMTD, Contractor or any of their employees, agents, representatives, facilities, vehicles, materials, equipment, or Subcontractors (regardless of tier) or anyone directly or indirectly employed by any of them, in any connection with the Work performed by or on behalf of Contractor, regardless of whether the Contractor is a party to any lawsuit. In that regard, this obligation to indemnify includes, without limitation, claims against GPMTD for GPMTD's own negligence or fault.</p>	
19	<p>Page 57. Attachment F – Indemnity and Insurance Requirements. Please modify II. Insurance as follows:</p> <p>All insurance required except for worker’s compensation shall be endorsed to add Greater Peoria Mass Transit District, it’s officials, Board members, employees, agents and volunteers to be added to all liabilities policies as additional insureds. The contractor’s insurer Contractor will provide at least 30 days written notice of cancellation.</p>	<i>OK, GPMTD will revise.</i>
20	<p>Page 16. 2-2 General Conditions:</p> <p>a. Please add “applicable” between “all” and “U.S.” on line 1.</p> <p>b. Please add “applicable” between “all” and “federal” on line 3.</p>	<i>OK, GPMTD will revise.</i>
21	<p>Page 17. 2-5 Material Furnished:</p> <p>Please add “applicable” between “all” and “federal” on line 1.</p>	<i>OK, GPMTD will revise.</i>
22	<p>Page 18. 2-11 Title to Tire and Tires Equipment:</p> <p>Please add “applicable” between “all” and “federal” on line 2 under the head “Description of Transit Vehicles.”</p>	<i>OK, GPMTD will revise.</i>

23	<p>Page 18. 2-13 Special Conditions:</p> <p>Please add the following as the last sentence: "The lessor shall not be responsible for any warranties related to any such test tires from companies other than the lessor."</p>	<i>OK, GPMTD will revise.</i>
24	<p>Page 19. 2-15 Scrap Tires and Disposal:</p> <p>Please add "applicable" between "all" and "Federal" on line 3 of the last paragraph.</p>	<i>OK, GPMTD will revise.</i>
25	<p>Page 20. 2-21 Contract Termination:</p> <p>Two Requests - (i) Please delete the first sentence and replace it with the following: "Either party may, in its sole discretion and without any reason, terminate this contract at any time by furnishing the other party with thirty (30) days' written notice of termination." (ii) please add "the close out costs and" between "Pay for" and "all original" on line 6 so that it reads as follows. "Pay for the close out costs and all original tread on buses, in GPMTD's garage, in transit or in stock, that have been assigned by Supplier to GPMTD's fleet."</p>	<i>No</i>
26	<p>Page 32. 5-7 Lack of Funds:</p> <p>Please add the following as the last sentence: "In the event of the unavailability of funding, GPMTD, upon termination, will pay for all unused mileage in the relevant tires and take title to such tires "as is"."</p>	<i>OK, GPMTD will revise.</i>
27	<p>Page 32. 5-8 Force Majeure:</p> <p>Please delete the following from the second sentence: "and recover from Contractor any increased costs, thereby incurred together with all resulting incidental and consequential damages"</p>	<i>No</i>
28	<p>Page 33. 5-11 Indemnification and Hold Harmless:</p> <p>Please replace the language under this Section with the following: "Contractor shall indemnify, keep and save harmless GPMTD, its directors members agents officers and employees for losses liability damages costs and expenses (including reasonable</p>	<i>No, however GPMTD will remove the last sentence of paragraph.</i>

	<p>costs of litigation and reasonable attorneys' fees) (collectively, the "Losses") arising from third-party claims for bodily injury, death, or tangible property damage, to the extent that such Losses are caused by the negligence or willful misconduct of Contractor in the performance of this Contract by Contractor; provided that GPMTD shall give Contractor prompt written notice of any such third-party claim or lawsuit for which indemnification is sought hereunder, cooperate in the defense thereof, and grant Contractor the right to defend, settle, or alternatively dispose of such claim or lawsuit, including, without limitation, the right to select legal counsel.</p> <p>GPMTD 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 GPMTD. its agents or employees.</p> <p>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."</p>	
29	<p>Page 42. 7-7 Audit and Inspection of Records:</p> <p>Please add the following as the last sentence: "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."</p>	<p><i>OK, GPMTD will revise.</i></p>

30	<p>Page 42. 7-8 Assignment:</p> <p>(i) Please replace the first sentence of the second paragraph 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."</p> <p>(ii) Please delete the third paragraph in its entirety.</p>	<i>OK, GPMTD will revise.</i>
31	<p>Page 44. 8-3 Access to Records and Reports:</p> <p>Please add the following as new Sub-Section 8: "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."</p>	<i>OK, GPMTD will revise.</i>
32	<p>Page 45. 8-5 Termination Provisions:</p> <p>Three Requests - (i) Sub-Section 1 (Termination for Convenience (General Provision)) - please replace the first two sentences with the following: Either party may terminate this contract, in whole or in part, at any time by thirty (30) days prior written notice to the other party. The Contractor shall be paid its costs on work performed up to the time of termination, along with its close out costs including the remaining value of tread on leased tires mounted on buses and in spare stock.</p> <p>(ii) Sub-Section 1 (Termination for Convenience (General Provision)) - please delete "or contract closeout cost" from the third sentence so that it reads: GPMTD will not be responsible for lost profits if this contract is terminated for convenience."</p> <p>(iii) Sub-Section 2 (Termination for Default [Breach or Cause] (General Provision)) - please add the following as the third paragraph: "If GPMTD fails to make any payment due or to perform any obligation under this contract,</p>	<i>No</i>

	<p>the 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 GPM IDs indebtedness and obligations to the Contractor to be immediately due and payable and may immediately terminate this contract by giving written notice to GPMTD to that effect. Upon termination of this contract for default by either party, the Contractor shall be paid its close out costs including the remaining value of tread on leased fires mounted on buses and in spare stock."</p>	
33	<p>Page 45. 8-5 Termination Provisions:</p> <p>Two Requests - (i) Sub-Section 3 (Opportunity to Cure (General Provision)) - please replace the first sentence with the following. GPMTD will, in the case of a termination for breach or default, allow the Contractor thirty (30) business days in which to cure the defect."</p> <p>(ii) Sub-Section 3 (Opportunity to Cure (General Provision))- please replace ten (10) days with thirty (30) days on line 2 of the second paragraph.</p>	<i>No</i>
34	<p>Page 49. 8-11 Disputes, Breaches, Defaults, or Other Litigation:</p> <p>Please replace the first paragraph with the following: "GPMTD and the 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. The Contractor shall not be bound by any decision of GPMTD nor shall the Contractor be required to exhaust all administrative remedies before commencing litigation in a court of competent jurisdiction within the state in which GPMTD 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</p>	<i>OK, GPMTD will revise.</i>

	<p>GPMTD acted in an arbitrary, capricious or grossly erroneous manner."</p>	
<p>35</p>	<p>Page 57. Attachment F Indemnity and Insurance Requirements:</p> <p>Please replace the language under Section I (Indemnification) with the following: "Contractor shall indemnify, keep and save harmless GPMTD, its directors, members, agents, officers, and employees for losses, liability, damages, costs, and expenses (including reasonable costs of litigation and reasonable attorneys fees) (collectively, the "Losses") arising from third-party, claims for bodily injury, death, or tangible property damage, to the extent that such Losses are caused by the negligence or willful misconduct of Contractor in the performance of this contract by Contractor; provided that GPMTD shall give Contractor prompt written notice of any such third- party claim or lawsuit for which indemnification is sought hereunder, cooperate in the defense thereof, and grant Contractor the right to defend, settle, or alternatively dispose of such claim or lawsuit, including, without limitation, the right to select legal counsel.</p>	<p><i>Same as Question #28:</i></p> <p><i>No, however GPMTD will remove the last sentence of paragraph.</i></p>
<p>36</p>	<p>Page 57. Attachment F Indemnity and Insurance Requirements:</p> <p>Please replace the language under Section I (Indemnification) with the following: "Contractor shall indemnify, keep and save harmless GPMTD, its directors, members, agents. officers, and employees for losses, liability, damages, costs, and expenses (including reasonable costs of litigation and reasonable attorneys' fees) (collectively, the "Losses") arising from third-party claims for bodily injury, death, or tangible property damage, to the extent that such Losses are caused by the negligence or willful misconduct of Contractor in the performance of this contract by Contractor; provided that GPMTD shall give Contractor prompt written notice of any such third-party claim or lawsuit for which indemnification is sought hereunder,</p>	<p><i>Same as Question #28 & #35:</i></p> <p><i>No, however GPMTD will remove the last sentence of paragraph.</i></p>

	<p>cooperate in the defense thereof, and grant Contractor the right to defend, settle, or alternatively dispose of such claim or lawsuit, including, without limitation, the right to select legal counsel.</p> <p>GPMTD shall indemnify, keep and save harmless the 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 GPMTD, 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."</p>	
37	<p>Page 25. 3-14.1 General Requirements:</p> <p>Please revise this paragraph to read:</p> <p>All insurance policies shall be written with a company or companies licensed to conduct business within the State of Illinois and holding a current Best's Key Rating of A-VII or better. Contractor agrees to name GPMTD as additional insureds on General, Business Automobile liability policies by endorsement to the policies by way of blanket endorsement. Insurance policies shall be endorsed by way of blanket endorsement to give GPMTD 30 days written notice (30 days in case of Workers Compensation) of cancellation for any reason, non-renewal or material change in coverage or limits. In case of non-payment of premium by Contractor, GPMTD retains the rights but is not obligated to pay any premiums and deduct such amounts from any payments due to the Contractor.</p>	<p><i>OK, GPMTD will revise.</i></p>

38	<p>Page 25. 3-14.1 General Requirements:</p> <p>Please this language from the second paragraph:</p> <p>There shall be no exclusions for punitive damages in the General or Business Automobile policies.</p> <p>Complete, certified copies of all insurance policies applicable to this agreement will be sent to GPMTD within 60 days of each inception or anniversary date, so that these insurance policies may be reviewed by GPMTD. Until copies of policies are received,</p>	<i>OK, GPMTD will revise.</i>
39	<p>Page 26. 3-14.2 (A) General Commercial Liability:</p> <p>Please revise the first sentence to read:</p> <p>(Occurrence Form), Each shall carry Commercial General Liability Insurance on ISO form CG 2010 (04 13) and CG 2037 (04 13) (or a substitute form providing equivalent coverage) which is in a form satisfactory to Owner.</p>	<i>No</i>
40	<p>Page 26. 3-14.2 (A) General Commercial Liability:</p> <p>Please remove these limits as they are included in General Liability:</p> <p>Products and Completed Operations Aggregate Limit \$1,000,000 Fire Damage Limit \$50,000 Medical Payments - Any One Person \$5,000</p>	<i>OK, GPMTD will revise.</i>
41	<p>Page 27. 3-14.2 (B) Business Automobile Policy:</p> <p>Please remove these limits as we are self insured for Physical Damage:</p> <p>Medical Payments (Each Person) \$5,000 Comprehensive (\$5,000 Deductible - Maximum) Actual Cash Value Collision (\$5,000 Deductible - Maximum) Actual Cash Value</p>	<i>OK, GPMTD will revise.</i>
42	<p>Page 27. 3-14.2 (C) Professional Liability:</p> <p>Please remove these this section entirely. This is not applicable.</p>	<i>OK, GPMTD will revise.</i>

43	<p>Page 27. 3-14.2 (D) Umbrella Policy:</p> <p>Please lower limit to 1,000,000 based on size and scope of contract.</p>	<i>No</i>
44	<p>Page 27. 3-14.2 (E)(a) Other Insurance Provisions:</p> <p>Please Revise the last sentence to read: "(at least as broad as ISO Form CG 20 10, CG 0413 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used)".</p> <p>Reason - 11 85 is no longer used</p>	<i>No</i>
45	<p>If service will be released as a separate bid, will the requirements listed below be removed from the tire lease bid?</p> <p>2-6 Service Provided Lessee will furnish all service necessary to properly maintain the tires within the GPMTD's fleet including tires from other suppliers being tested. This service shall consist of the following:</p> <ol style="list-style-type: none"> 1. Mounting and dismounting tires to and from rims 2. Balancing all tires within the fleet 3. Maintaining proper air pressure of all tires within the fleet 4. Repairing of tire punctures and flat tires 5. Distribution and handling of tires and service equipment 6. Any other service necessary to maintain the tires of the fleet not specifically mentioned herein. <p>GPMTD will provide service for all road calls. GPMTD will not regroove any tires during this contract.</p>	<p><i>GPMTD is the Lessee. Section 2-6 is a list of services that GPMTD will provide using a 3rd Party and the Lessor will not be responsible for.</i></p> <p><i>Section 2-6 is informational and will not be removed from the bid document.</i></p>