

**Transit Tire Lease Program  
Addendum #1  
August 30, 2021**

**This addendum must be acknowledged below and included with your proposal documents which are due no later than 2:00 pm MST on September 07, 2021**

Attached are the City's responses to questions and requests we have received regarding the Transit Tire Lease Program IFB.

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Company Name

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Date

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Contact Name (please print)

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Title

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Signature of Contact Position



## ADDENDUM # 1

### MET TRANSIT TIRE LEASE IFB

| # | Date    | Reference Section                                  | Question or Comment  | City Response  |
|---|---------|--|--|--|
| 1 | 8/30/21 | Standard Terms and Conditions – Section E. Page 6: | Please delete the following from the second paragraph: "and hold contractor responsible for excess costs occasioned thereby"   | No, this requested change is unacceptable. The successful bidder is expected to provide the tires and in the time frame allowed, pursuant to their contract. |
| 2 | 8/30/21 | Standard Terms and Conditions – Section E. Page 6  | Please replace the paragraph "The contractor may not assign or subcontract the agreement ... as to any particular transaction or occurrence" on page 7 with the following: "Neither party shall delegate any duties or obligations under this Agreement, nor assign, transfer, convey, sublet, subcontract or otherwise dispose of the Agreement or its right, duty, title or interest in or to the same, or any part thereof, without previous written consent of the other party."   | This is acceptable.  |
| 3 | 8/30/21 | Test Purpose – Exhibit B. Page 13                  | Please add the following as the second sentence: "The Supplier shall not be responsible for any warranties or services related to any such test tires from companies other than the Supplier."   | This is acceptable.  |
| 4 | 8/30/21 | Length of Lease Contract – Exhibit B. Page 15:     | Three Requests (i) Please replace the first two sentences of the second paragraph with the following: "Either party may terminate this contract, in whole or in part, without cause and at any time, by thirty (30) days' prior written notice to the other party." (ii) Please add the following as the second last sentence under the second paragraph: "Upon termination of this contract for convenience by either party, the Supplier shall be paid its close out costs including the remaining value of tread on leased tires mounted on buses and in spare stock." (iii) Please add the following as a new third paragraph in this section: "If MET Transit fails to make any payment due | Requested sections (i) and (ii) are acceptable, but (iii) is not. All invoices to the City are net 30.   |



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|---|---------|--|---|--|
|   |         |  | <p>or to perform any obligation under this contract, Supplier 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 MET Transit's indebtedness and obligations to Supplier to be immediately due and payable and may immediately terminate this contract by giving written notice to MET Transit to that effect. Upon termination of this contract for default by Supplier, Supplier shall be paid its close out cost including the remaining value of tread on leased tires mounted on buses and in spare stock."</p> |  |
| 5 | 8/30/21 | Access to Records and Reports – Exhibit D. Page 19                       | <p>Please add the following as the new Sub-Section 5: "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>This language change is not acceptable, because Federal funds are used to pay for these services.</p>   |
| 6 | 8/30/21 | Records Retention/ Audit and Inspection of Records – Exhibit D. Page 22: | <p>Please add the following as the new Sub-Section 4: "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>This language change is not acceptable, because Federal funds are used to pay for these services.</p>   |
| 7 | 8/30/21 | Invitation to Bidders Insurance - Page 4                                 | <p>Please reduce the Auto Liability limit to \$1,000,000.</p>   | <p>No. These are the City's minimum requirements and must be met prior to contract execution. You likely meet the requirements with an umbrella policy. We'd be happy to pre-review your certificate(s).</p> |
| 8 | 8/30/21 | Invitation to Bidders Insurance - Page 4                                 | <p>Please revise the third paragraph to read: "The CITY shall be included through blanket endorsement as an additional insured on all policies except Worker's Compensation Policies."</p>  | <p>This is acceptable.</p>   |
| 9 | 8/30/21 | Invitation to Bidders Insurance - Page 4                                 | <p>Please revise the fourth paragraph to read: "In addition, all policies except Worker's Compensation shall contain a waiver of subrogation against the CITY only as respects the negligence of the bidder."</p>   | <p>This is acceptable.</p>   |



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| <b>10</b> | 8/30/21 | Bid Form-<br>Exhibit C<br>Page 17                       | Confirm bidder may quote either<br>Section II. Escalation Methods or<br>III. Option Years..."  | The City wishes to know<br>your escalation method (II),<br>as well as the resulting<br>costs for each year (III).                      |
| <b>11</b> | 8/30/21 | Eligibility-<br>Page 5.                                 | Please confirm business license will not<br>be required as this is a tire lease<br>agreement and no contractor<br>personnel will be present at location. | A business license is<br>required for anyone doing<br>business within the City<br>limits and/or being paid by<br>the City of Billings. |
| <b>12</b> | 8/30/21 | Standard Terms<br>and Conditions –<br>Section E. Page 6 | Confirm Contractor may include their<br>standard Tire Lease Agreement to be<br>used as a pattern for the final Contract.                                 | Language from bidder's<br>standard tire lease<br>agreement may be<br>considered and negotiated<br>for a final contract.                |