

MAY 3, 2007
ADDENDA NUMBER: 5
BID NUMBER: RFB2007-137-BH
TITLE: BUS & TROLLEY TIRE LEASING WITHOUT SERVICE TIRE LEASE QUESTIONS

THIS ADDENDUM IS BEING ISSUED TO INCLUDE THE FOLLOWING REVISIONS TO THE ORIGINAL RFB REQUIREMENT.

1. ATTACHED ARE THE ANSWERS TO QUESTIONS ASKED REGARDING THIS RFB.
- ALL ADDITIONAL TERMS, CONDITIONS & SPECIFICATIONS OF THE ORIGINAL BID DOCUMENT ARE TO REMAIN UNCHANGED.

YOU MUST RETURN VERIFICATION OF RECEIPT OF THIS ADDENDUM WITH YOUR BID RESPONSE VIA LETTER OR A SIGNED COPY OF THIS FORM. FAILURE TO DO SO WILL CAUSE YOUR BID RESPONSE TO BE CONSIDERED NON-RESPONSIVE.

_____ **ACKNOWLEDGED AND RETURNED: WITH BID:** _____ **BY LETTER: :** _____

SIGNATURE	PRINTED NAME	TITLE	COMPANY
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CITY OF ALBUQUERQUE
Purchasing Division

OFFEROR COMMENTS FORM
Bid No. 2007-137-BH
BRIDGESTONE FIRESTONE

It is requested that offerors provide any additional information relating to their offer that will assist in the evaluation of such without having to ferret out information concerning the goods or services you intend to provide.

Information pertains to the following (please check applicable box):

- Equivalent Product (Request #4)
- Clarification
- Exception(s) to Requirements
- General or Miscellaneous Comments

1. Confirm bid rates will be publicly read aloud. **Yes**
2. Page 4. Pricing Detail Form. Understanding your buses operate 7.5 million vehicle miles and the paratransit vans operate 3.2 million vehicle miles, please replace the number in the "Quantity/Units" with the tire miles (vehicle miles x vehicle wheel position) that corresponds to that "Item Description." **All 305, 255 and 245 tires are for the fixed route HD Transit buses: the LT tires are for the Sun Van Para-transit vans.**
3. Specifications Page 2. Confirm RTS-06 "Tire Size" should read "305/75R24.5" which is the same as your other large buses. The tire industry does not have a 12.5-24.5 tire. **Correct as noted.**
4. Specifications Page 2. Please approve attached 285/80R24.5 tire specification as equal to the 305/75R24.5 tire. Our tire meets 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 (Dallas, TX; Cincinnati, OH; Beaumont, TX, etc.). **Accepted if equivalency can be demonstrated.**
5. Specifications Page 2. To supply the proper product and establish a rate, please provide additional info concerning your Make/Model coaches: **RTS-06, Neoplan AN440, Daimler Chrysler SLF234, New Flyer DE60LF, Optima AH28, Dodge B300, Ford E450. All are diesel or CNG power, Budd Steel, and for size, please see Page 19.**

Model Year/Mfg./Make
No. of Units
Tire Size
Wheel Type (alum) (steel)

If additional space is required, please use reverse side of the form or attach additional document(s).

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Dennis J. Mariola, Manager

GAWR Steer
GAWR Drive
GAWR Tag (if applicable)
Fuel Type
Annual Vehicle Miles by Group

- 6. Specifications Page 2. Please confirm only original tires will be accepted. **Confirm**
- 7. Specification Page 2. Paragraph 4. Based on sentence concerning tires confirm "vehicle manufacturer" should read "tire manufacturer." **Remains as written.**
- 8. Specification Page 3. Mileage/Tire Service Rate. Second sentence. **Services will not be required of the vendor.**
 - A. Please clarify discrepancy throughout specification "Bus & Trolley Tire Leasing **Without** Service" concerning whether on-site service personnel are required (reference page 5, Item 6.C., page 7 Item 5., page 8 Item 11, page 9 Item 13, page 9 Item 16) and the specific nature of service required.
 - B. If on-site service or tire service equipment is required, please separate definition for tires and service due to fact service is not required at termination of the contract under run-out provisions to read:

Mileage Rate: The mileage rate paid to the Contractor for actual tire miles operated.

Tire Service Rate: This rate is all inclusive of personnel costs including wages, fringes, cost amortization of all tools, material and equipment.
 - C. In addition if on-site service or tire service equipment is required, please update Page 4. Pricing Detail Form to read: "9. Monthly Tire Service \$ _____"
- 9. Specification Page 3. 1. Tire Features. Paragraph 1. In order to bid, please omit "and branded and scan able inside the tire to facilitate tire location and mileage record keeping." **Stands as written.**
- 10. Specification Page 3. 1.d) Please confirm understanding that the 24.5 tire is a special mileage tire and is designed by the tire industry to have a continuous speed rating of 55 MPH. **Correct**
- 11. Specification Page 5 6.(C) Being a cost issue and no understanding the level of on-site service required, please omit "the person does not need to be full time." **Remains as written.**
- 12. Specification Page 5. 8. Bus Retirement. , confirm "remote locations" will be in the Albuquerque metropolitan area. **Correct**
- 13. Specification Page 5. 8. Bus Retirement. Being a cost issue that Contractor cannot predict, confirm The City will be responsible for replacing tires with available scrap. **Correct**

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14. Specification Page 5. 8. Bus Retirement. Being a cost issue, please add: If City permanently disposes of all vehicles which use a particular size of tire, and which are not used on any remaining vehicles in City's fleet, the Contractor and City shall negotiate a mutually agreeable settlement for the removal or sale of the partially run tires remaining in spare stock upon termination of the tire size requirement." **Agreeable with city.**

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15. Specifications Page 6. 3. Use, Care & Storage. To simplify and minimize the invoice value for a tire (damage, lost, etc.) replace sentence to read: "The value of tires for the purpose of determining the amount of any damage or loss shall be determined by multiplying the number of 32nds of an inch of available rubber remaining on each tire by the applicable cost per 32nd then in effect and shown below. When a tire is not available for inspection to apply the above calculation(s) whether lost, stolen or otherwise missing, or destroyed by fire, or involved in an accident, reimbursement shall not be in excess of fifty percent (50%) of the current value of a similar tire, unless Contractor can provide an auditable accounting of the tire's accurate mileage just prior to the loss. **Yes**

CONTRACTOR'S CONTRACT FIXED COST PER 32 ND OF AVAILABLE RUBBER				
LIST TIRE SIZE	ORIGINAL COST/32 ND	AVAILABLE 32NDS	RETREAD COST/32 ND	AVAILABLE 32NDS

Example: Original tire is 50% worn or 13/32nds remaining
 13/32nds remaining x \$10.00/32nds = \$130.00

16. Specification Page 7. 5. Personnel. Because Contractor's on-site staffing, requirements and responsibilities for service are unclear, please respond to: **No services will be required of the tire lease contractor.**
- A. Confirm the City provides air compressor, air lies, electrical outlets, and vehicle lift/jacks for tire shop.
 - B. Confirm the City will provide the tire shop equipment.
 - C. Confirm the City agrees to make and assume responsibility for all mounting, dismounting of tires as well as wheel changes to/from vehicles and general tire repairs, regrooving, to keep tires inflated to proper air pressure as recommended by manufacturer, and provide Contractor tire change information (date, bus number, wheel position, tire brand on, tire brand off).
 - D. Confirm the City applies/removes tire/wheel assembly from vehicles.
 - E. Confirm the City agrees to maintain buses' suspension and steering in accordance with bus manufacturers' alignment specifications and keep brakes properly adjusted
 - F. Provide the current work shift for each of Contractor's on-site tire service personnel.
 - G. Confirm the Contractor does not operate City vehicles.
 - H. Confirm if City vehicle operation is required of Contractor the City will provide training and operation is restricted to transit property.

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- 17. Specification Page 7. 6. Additional Revenue Vehicles.
 - A. Please amend: “ ... give the Contractor thirty (30) days prior notice of such purchase so leased tires may be delivered to the bus manufacturer’s North America location. **Accepted**
 - B. Please amend last sentence “The Contractor will provide a separate rate for any other make/model vehicles or different size and/or construction type of tire not shown in specifications, which are placed in service during the term of the contract.” **Accepted**
- 18. Specifications Page 8. 9. Delivery. Confirm tailgate delivery is acceptable if full-time, on-site tire personnel are not required. **Accepted**
- 19. Specification Page 9. 13. Inspection of Service. Please define the tire service responsibilities the Contractor is required to provide for your fleet. **No services will be required of the tire lease contractor.**
- 20. Specification Page 9. 16 Performance of Contractor’s Personnel and . Please add: Please add: “The fixed monthly service charge is based on the labor, equipment and supplies of the fleet as stated in the bid. Adjustment to the monthly service charge for addition or deletion of service locations or personnel required, will be subject to adjustment in manpower, equipment, and supplies determined on a mutually agreeable basis.” **No services will be required of the tire lease contractor.**
- 21. Specification Page 9. 17. In Service Performance. Being a question of service/staffing and cost issue, please define timing and requirements involved with inspections and Quality Assurance audits. **Stands as written.**
- 22. Specification Page 10. 18. Indemnity and Draft Agreement 5.Indemnity. Please replace “any and all claims” with “direct claims.” **No**
- 23. Specification page 10. 19. Insurance. Confirm Exhibit A, Part II, Section 18 is Page 26, Supplemental Terms and Conditions – Insurance. **Yes**
- 24. Specification Page 10. 23. Reports and Information, 25. Audits and Inspections, Draft Agreement. 7. Reports and Information, and 9. Audits and Inspections. Confirm "commercial or financial information considered to be confidential and/or proprietary" will not be subject to disclosure. Corporate policy restricts disclosure of proprietary cost components. **See 3.N General Terms and Conditions.**
- 25. Specification Page 12. 31. Termination for Cause and Draft Agreement, 14. For compliance with standard transit language, please replace “five days” with allowing “10 days” to cure and deficiency. **Ok with department.**

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- 26. Specification Page 12. 31. Termination for Cause and 32. Termination by the City and Draft Agreement, 14. and 15. Being a cost issue since leased tires will be on the City's buses, confirm within reasonable time following termination (convenience, best interest, lack of funding, or default), the City and Contractor shall agree upon a mutually satisfactory arrangement and schedule for payment to the Contractor for any mileage remaining on leased tires. **Ok with department**
- 27. Specification Page 13. Termination/Run-Out Option. Please add: "Notwithstanding any provision to the contrary set forth in said Agreement, the Contractor grants to the City the following options: (1) Upon written notification by CERTIFIED MAIL thirty (30) days prior to the term of the contract, the City may exercise an option to continue leasing the Contractor's tires, for a thirty-six (36) month period. The rental rate shall be the rate in effect during the one-year period immediately preceding the expiration date. The City shall continually use such tires, insofar as practicable on its highest-mileage runs, until they are rendered permanently unfit for service. No additional tires, service, supplies, or equipment are to be furnished by Contractor during such extension unless requested by the City and agreed to by Contractor. Upon expiration of the agreement as so extended, the City shall pay for any mileage remaining thereon at the rental rate in effect immediately preceding the expiration date. The remaining mileage shall be determined in accordance with Use, Care & Storage of Tires set out in the Specifications. Any payment for tires required to be purchased by the City or under this paragraph shall be made within thirty days after the date of the invoice covering the purchase thereof. The City 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 or (2) In lieu of the aforementioned run-out option, the City will purchase any mileage remaining in conjunction with valuing a tire in accordance with 3. Use, Care & Storage of Tires. **Ok with department**
- 28. Confirm the City exercised their option to run-out existing inventory should there be a change in supplier **Correct**
- 29. Draft Agreement. Page 14. Confirm a new supplier will have a minimum of sixty (60) days to order equipment/supplies/etc. and hire employees. **Correct**
- 30. Draft Agreement Page 14. Confirm anticipated start date of contract. **Approximately 6/1/2007**
- 31. Draft Agreement Page 14. Paragraph 2. Specification has various "service" and "personnel" responsibilities; however, the contract states "without service." Please clarify. **No Services will be required of the tire lease contractor.**
- 32. Draft Agreement Page 14. 1. Time of Performance. Text stating "three (3) additional one-year periods" is in conflict with Bid Page 4 stating "two (2) additional one year periods." Please clarify. **Two years followed by 3 one year extension.**
- 33. Draft Agreement Page 15. Confirm payments will be made 30 days from receipt of proper invoice. **No Change, payments usually made in 30 days.**

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- 34. Draft Agreement Page 15. Last Sentence. Please omit and being a cost issue since leased tires will be on the City's buses, confirm within reasonable time following termination (convenience, best interest, lack of funding, or default), the City and Contractor shall agree upon a mutually satisfactory arrangement and schedule for payment to the Contractor for any mileage remaining on leased tires. **Unclear, what sentence?**
- 35. Draft Agreement Page 15. 6. Bonds and Insurance. Confirm Exhibit A, Section 1.25 is Page 26, Supplemental Terms and Conditions – Insurance. **Yes, plus need to add specifics about bonds.**
- 36. Draft Agreement, Page 15 13. Assignability Due to the investment involved, please make language reciprocal: "Neither party shall assign, ... without prior written consent of the other party." **Ok**
- 37. Draft Agreement Exhibit A. Please clarify the tire size B305/70R22.5 is listed but not listed on Page 4. Pricing Detail Form or Specification page 2, Table. "Tire Size." **We will add to Pricing Detail Form on Page 4**
- 38. Draft Agreement Exhibit A. Please confirm whether form is to be completed instead of Page 4. Pricing Detail Form. **Need to fill out both-Must fill out both**
- 39. Draft Agreement. Please provide pages 20 through 23. **The pages were numbered incorrect. 20-23 are part of the packet that are numbered on bottom of page.**
- 40. Supplemental Terms. Page 26. Please confirm Contractor may "self-insure", procure and maintain insurance coverage. **Self insurance may be accepted to fill this requirement if approved by the City's Risk Manager. Can't approve in advance.**
- 41. Supplemental A. Commercial General Liability Insurance. Reference is mad to "per occurrence"; however, coverage bidder's coverage is based on "each claim." Please verify that this coverage will be acceptable. **No**
- 42. Supplemental A. Commercial General Liability Insurance. Please omit "\$50,000 Fire-Legal" and "\$5000 Medical payments." **Ok**
- 43. General Instructions. Page 2. 3.G. Confirm the City will be responsible for New Tire Fee, if applicable, or will provide exemption certificate. **What is new tire fee?**
- 44. General Instructions, Page 10. 25., Page 11, 26, and 27. Being a cost issue Being a cost issue since leased tires will be on the City's buses, confirm within reasonable time following termination (convenience, best interest, lack of funding, or default), the City and Contractor shall agree upon a mutually satisfactory arrangement and schedule for payment to the Contractor for any mileage remaining on leased tires. **Ok**

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Goodyear Tire and Rubber Comments Form
OFFEROR COMMENTS FORM
BID NO. RFB2007-137-BH

1. Page 4, Pricing Detail Form – Please confirm period of performance, i.e., two years with (3) twelve-month option periods. There is conflicting information throughout the bid spec. **The period of performance is a 24-month period with three (3) twelve (12) month extensions.**

2. Page 4, Pricing Detail Form – Please confirm if bidders are to submit lease rates on page 4 or page 19 or both. If bidders are to use page 4, please correct form to include all years. **Pricing has to be on page 4 and page 19.**

3. Page 4, Fleet information – please confirm that RTS-06 utilize tire size B305/75R24.5 and not 12.5-24.5 as stated on page 4 and page 2. **Correct as published.**

4. Page 4, Pricing Detail Form – On item 5, please confirm tire size should read B305/70R22.5 for New Flyer DE60LF as stated on page 4 and page 2. **Correct as published.**

5. Page 1, B, Please confirm that 7.5 million annual miles is correct as our billing records for YTD 2006 indicate considerably less. **Anticipated mileage with additional routes and increased fleet size.**

6. Page 3, Scrap Tires – In the 2nd line please insert “determined by the contractor to be” before the work “permanently”. **It is the City of Albuquerque’s right to determine the safety of all tires.**

7. Page 3, Defective Tires – Please delete “or meet expected life miles” in its entirety. **It is the City of Albuquerque’s right to determine the safety of all tires.**

8. Page 3, Item 1.c – In the second line after “conditions” please insert “not to exceed the maximum safe load specified by the vehicle manufacturer.” **It is the City of Albuquerque’s right to determine the safety of all tires.**

9. Page 4, Item 2, Tire inventory – Please confirm understanding that the City of Albuquerque will be required to sign our standard industry scrap agreement. sample attached for your review. **Need to see this.**
10. Page 4, Item 6A – In the 6th line before the work “published” please insert “such”
Ok
11. Page 5, Item 6.D- In the first line after the work “community” please insert “concerning any tire provided hereunder”. **Ok**
12. Page 5, Item 8 – Bus Retirement - In the 1st line please insert “Sale or” after “Bus” **Question, Do we sell buses?**
13. Page 5, Item 8 – Bus Retirement – In the 2nd line after the work “retiring” please insert, “rendering inactive, or selling” **Question, Do we sell buses?**
14. Page 6, Item 2, Additional Buses – in the 10th line please delete the work “copyright”. **Ok**
15. Page 6, Item 2. Additional Buses – In the 14th line please delete “Contingent upon obtaining such agreement from the owner of Lease Buses, they (the buses” and replace with “The relevant tires”. **No change**
16. Page 6, Item 3. Use, care & storage of tires – In the first line please insert the work “enclosed” after the work “safe” **No**
17. Page 6, Item 3. Use, Care & Storage of Tires – Please confirm understanding that for the purpose of determining any damage, loss, sold or termination under this contract that the value will be % of usable tread rubber multiplied by average tire miles during past 12 months multiplied by current rate as in used currently under existing contract. **No, because we have paid something for each tire usage throughout the year. We will accept that from the last documented billing to the present time.**
18. Page 7, Item 5. Personnel: Please confirm ABQ employs their own tire service associates and that this is not the responsibility of the contractor. If is confirmed please delete Item 5 in its entirety. **The City of Albuquerque will supply the the labor and Section 5 will be deleted.**
19. Page 7, Item 6. Additional Revenue Vehicles – At the beginning of the 3rd line please delete “where practical” **No**
20. Page 7, Item 6. Additional Revenue Vehicles – In the 3rd line please insert “thirty (30) days prior written” after the work “Contractor” **No**
21. Page 7, Item 6. Additional Revenue Vehicles – At the end of the last sentence please add new sentence “A separate rate and value shall apply to any other

make/model vehicles not shown in specifications that are placed in operation during the term of this Contract, or one requiring a different size and/or construction type of tire.” **Accepted.**

22. Page 8, Item 9. Delivery – In the 3rd line please change “twenty-one” to read “thirty (30)”. **The delivery of twenty-one days will remain.**
23. Page 8, Item 10. Transition/Termination – In the second line after “Contractor will” please insert “provided that the City will cooperate in the following and subject to the City’s doing so”. **Not Necessary, no.**
24. Page 8, Item 10.b Transition/Termination – In b), first line, please insert “hereunder” after the work “City” **Ok**
25. Page 8, Item 10.d – Transition/Termination – In d) change to read “Schedule a fleet inspection.” And delete the remainder of the sentence. **Remains the same.**
26. Page 9, Item 13 C – Inspection of Services. Approval: Please delete paragraph C. in its entirety as this is not conducive to a lease agreement. **The City will not modify the language.**
27. Page 9, Item 14- Manufacturing Defects: Please delete the second sentence in its entirety as it is against company polity to allow others to participate in determining defects. **The City of Albuquerque will not modify the language.**
28. Page 9, Item 17 – In Service Performance. The Contractor shall: - In the first line please delete “Quality Assurance”. **The City of Albuquerque will not modify the language.**
29. Page 9, Item 17. In Service Performance. The Contractor shall: - In the second line after “City” please insert “and agreed with Contractor”. **Agreed**
30. Page 10, Item 19 – Insurance – Reference is made to Exhibit A, Part II, Section 18, is not an accurate reference. Please correct and if applicable provide correct reference. **Page 26**
31. Page 10, Item 21. ADA Compliance – in the 2nd line please insert “applicable” before “requirements”. **Ok**
32. Page 10, Item 21, ADA Compliance – In the 2nd line please delete “which are imposed directly Contractor or which would be imposed on the City as a public entity.” **Ok**

33. Page 10. Item 22. Anti-Graffiti – In the 2nd line please delete the work “is” before “Graffiti” and insert “equipment, facilities, or other items are.” **Ok**
34. Page 10, Item 23, Reports and information – In the 1st/2nd line please delete “may require” and insert “and the Contractor may agree upon” **No**
35. Page 10, Item 23, Reports and Information – In the 3rd line please delete “may request” and insert “and the Contractor may agree upon.” **No**
36. Page 11, Item 25, Audits and Inspections – Please confirm understanding that some information is considered proprietary and confidential and not subject to disclosure. Policy on Confidentiality attached for your review. **Public record – cannot maintain confidentiality, only on proprietary or trade secrets.**
37. Page 11, Item 25. Audits and Inspections – In the first line please insert “on reasonable notice and “ before the work “during” **Ok**
38. Page 11, Item 25. Audits and Inspections – In the 2nd line please insert “reasonably” before “deem” **Ok**
39. Page 11, Item 25, Audits and Inspections – In the 7th line please insert “if subpoenaed” after the “The Contractor may” **No, new language.**
40. Item 26, Publication, Reproduction and Use of Material – please delete this article in its entirety as this is not conducive to a lease agreement. **No**
41. Page 11, Item 27,B, Entire Agreement/Changes – In the last item of B please delete “if necessary”. **Ok**
42. Page 11, Item 27, Entire Agreement/Changes – Please incorporate the terms of a standard rider adopted to clarify certain common areas of ambiguity. Reference copy attached.
43. Page 12, Item 31, Termination for Cause- In the 1st line please insert “in any material respect” after the work “fail” **No**
44. Page 12, Item 31. Termination for Cause – In the 4th line please change “(5)” to read “(10)” **Ok**
45. Page 12, Item 31, Termination for Cause – In the 9th line please insert “work” before “satisfactory” **Ok**
46. Page 12, Item 32, Termination by the City – In the 2nd line please change “(10)” to read “(30)” **Ok**

47. Page 12, Item 32, Termination by the City – In the 5th line reference to Section 18 should read “Section 31” **Ok**
48. Page 12, Item 32, Termination by the City – Please make this article reciprocal to both parties. **No change**
49. Page 12, Item 34, Enforcement – Please make this article reciprocal to both parties> **Ok**
50. Page 14, Draft Agreement, Recitals – In the second paragraph, Line 2, please insert “together with the specifications and any addenda, clarification and/or modification hereto issued by the City.” **Unclear where to put this?**
51. Page 15, Item 5. Indemnity – In the 5th line after the work “Agreement” please insert “to the extend Contractor is negligent.” **Ok**
52. Page 15, Item 6, Bonds and Insurance of Draft Agreement – Reference to Exhibit A, Section 1.25 is incorrect, please clarify. **Page 26**
53. Page 19, Exhibit A, Please delete “Traction Rating” **No**
54. Page 19, Exhibit A – Please confirm weight rating is the same as load range. If so, please confirm load range “G” for tire size 2456/70R19.5 is correct. **Correct**
55. Please confirm Page 24 – Supplemental Terms and Conditions follows Page 19 Exhibit A. **Yes**
56. Page 26, Supplemental Terms and Conditions, Insurance – In the 2nd line after the work “insurance” please insert “or self-insurance”. **Self Insurance MAY be accepted to fill this requirement IF approved by the City’s Risk Manager.**
57. Page 25, Supplemental Terms and Conditions, Guaranteed Performance – In the 4th line, please delete “the purchasing and replace with “such”. **Ok**
58. Page 25, Supplemental Terms and Conditions, Inspection of Materials – In the 2nd line please delete “quality, fitness and suitability” and replace with “compliance herewith” **Specifications complete, no change**
59. Page 26, Supplemental Terms and Conditions, Insurance – In the 2nd line after the work “insurance” please insert “or self-insurance” **Self-insurance MAY be accepted to fill this requirement IF approved by the City’s Risk Manager.**
60. Page 26, Supplemental Terms and Conditions, Insurance – In the 7th after “complied with this section” please insert the sentence “if self-insured the Contractor will not be required to evidence certificates of insurance.” **If self-insurance is approved by City’s Risk Manager.**

61. Page 26, Supplemental Terms and Conditions, Insurance, Item D Increased Limits. Please delete in its entirety. **No**
62. Page 2 of General Instructions, Terms, and Conditions, Preparation of Offer: - Item C., Unit Prices – Replace with work “Unit” with the words “Per Mile” throughout this article. **Superseded by the Specifications**
63. Page 2 of General Terms, Conditions, Preparation of Offer: - Item H. New Material, Etc.: In the 2nd line please insert “initially” after “shall” **Superseded by the Specifications**
64. Page 2 of General Instructions, Terms, and Conditions, Preparation of Offer: - Item I, Warranty” Please delete “The Offeror agreescustomer for such items.” **Superseded by the Specifications**
65. Page 3 of General Instructions, Terms, and Conditions – Item 3L. Indemnity – In the 3rd line please delete the words “any and all” and “of every nature and description” **Superseded by the Specifications**
66. Page 3 of General Instructions, Terms and Conditions – Item 3L, Indemnity – In the 6th line please insert “negligent” before “act or omission” **Superseded by the Specifications**
67. Page 3 of General Instructions, Terms, and Conditions – Item 3L. Indemnity – In the 8th line after “Offeror” please insert “to the extent that Offeror is negligent.: **Superseded by the Specifications**
68. Page 3 of General Instructions, Terms, and Conditions – Item 3M. Patent Indemnity – In the 4th line please insert “hereunder” before “in violation” **Superseded by the Specifications**
69. Page 3 of General Instructions, Terms, and Conditions – Item 3M. Patent Indemnity – In the 4th line please insert “of any third party” before “under such” **Superseded by the Specifications**
70. Page 4 of General Instructions, Terms, and Conditions – Item 3P. Licenses and Certifications – In the 2nd line please delete “the” and insert “a reasonable” **Superseded by the Specifications**
71. Page 4 of General Instructions, Terms, and Conditions – Item 3P. Licenses and Certifications – In the 3rd line please delete “the” before “appropriate” and replace with “any” **Superseded by the Specifications**
72. Page 7 of General Instructions, Terms and Conditions – Item 19.C Basis of Award – In the 2nd line please delete “by group of items, on the basis of

individual items, or any combination of these” **Superseded by the Specifications**

73. Page 8 of General Instructions, Terms, and Conditions – Item 20. Goods Produced Under Decent Working Conditions: - In the 5th line please insert “or collectively bargained” before the word “wages” **Superseded by the Specifications**
74. Page 8 of General Instructions, Terms, and Conditions – Item 20. Goods Produced Under Decent Working Conditions: In the 7th line please after “applies” please insert “except under conditions set forth in a collective bargaining agreement” **Superseded by the Specifications**
75. Page 10 of General Instructions, Terms, and Conditions – Item 25. Default/Termination for Cause: - In the 1st line please insert “in any material respect,” after the work “fails” **Superseded by the Specifications**
76. Page 10 of General Instructions, Terms, and Conditions – Item 25. Default/Termination for Cause: - In the 6th line please delete “and any or all other current contracts with the Contractor” **Superseded by the Specifications**