

CITY OF KENOSHA, WISCONSIN

ADDENDUM #1

Request for Proposal For mileage-based tire leasing Kenosha Area Transit (KAT) Proposal Notice No. 05-23

ADDENDUM ISSUED: Tuesday, June 27, 2023

Please be advised that:

1. Page 4, section 1.0 scope of service: added "or equivalent tire sizes according to bus manufacturer specifications."
2. Page 16, City's proposal form - added an additional row on chart for equivalent tire sizes according to bus manufacturer specifications pricing.
3. All proposals must be submitted using the revised proposal form (attached).
4. Questions can be directed to Mr. Mark Hassler, KAT's Transit Mechanic Supervisor at (262) 653-4296 or e-mailed to mhassler@kenosha.org
5. Requests and clarifications are attached pursuant to these solicitations.
6. Fully completed proposals are due and will be accepted by the City of Kenosha, Wisconsin, in its Department of Finance, Municipal Office Building, Room 208, 625- 52nd Street, Kenosha, Wisconsin 53140 until 2:30 P.M. June 30, 2023. Any faxes or other electronically- communicated submissions will not be accepted or considered.

**REQUEST FOR PROPOSAL
FOR MILEAGE-BASED TIRE LEASING
FOR
KENOSHA AREA TRANSIT (KAT)
NOTICE #05-23**

PROPOSAL FORM

City of Kenosha
Finance Department, Room 208
625- 52nd Street
Kenosha, Wisconsin 53140-3480
(262) 653-4180

We hereby propose to provide new tires to Kenosha Area Transit (KAT) on a tire mileage-lease arrangement in accordance with specifications, terms and conditions contained herein.

Cost (Lease Rate per Tire Mile) for New Tires

Tire Size	Aug. 1, 2023 - July 31, 2024	Aug. 1, 2024 - July 31, 2025	Aug. 1, 2025- July 31, 2026
B275/70R22.5	\$	\$	\$
B305/ 70R22.5	\$	\$	\$
B305 / 85R22.5	\$	\$	\$
11R22.5 16PR	\$	\$	\$
Equivalent Tire Size according to bus manufacturer specification.	\$	\$	\$

Firm Name

Signature/Date

Street

Print Name/ Title

City, State Zip

Phone Number

E-Mail

Comments:

FEIN # _____ D & B #: _____

LOCATION OF OFFICE SERVICING KENOSHA AREA TRANSIT:

Address _____ City _____ State _____ Zip _____

Phone: _____ E-Mail: _____

Manufactures(s) published specifications are included? Yes No

Payment terms: _____% _____, Net _____ days
Discounted Terms , 15 or 30 days Net

The Goodyear Tire & Rubber Company

200 Innovation Way
Akron, Ohio 44316-0001

MILEAGE SALES, LEASE AND SERVICE D/710

PHONE: 1-800 MILEAGE

June 23, 2023

Lem Gomez
Purchasing Manager
City of Kenosha
Department of Finance
Municipal Office Building, Room 208
625-52nd Street
Kenosha, WI 53140
Email: kenosha.purchasing@kenosha.org

SUBJECT: Request for Approved Equals & Clarifications
RFP # 05-23 Mileage-Based Tire Leasing
Due: June 30, 2023 by 2:30 PM local

On the following pages, please find The Goodyear Tire & Rubber Company's Request for Approved Equals and Clarifications.

Please direct correspondence or addenda to my attention at
walt_welker@goodyear.com.

If you have any questions, please contact me by email or at 330-796-2862.

We appreciate your consideration and look forward to your response.

Best regards,



Walter L. Welker
Manager Business Operations
Contract Acquisition & Compliance
Mileage Sales, Lease & Service

1. Instructions to Bidders. 12.0 Insurance and Indemnification. Please modify 12.4 Indemnification as follows:

Supplier shall save, indemnify and hold harmless, the City of Kenosha and Kenosha Area Transit (KAT) against all claims, liability, judgments, costs, expenses, fees of any kind which may in any way against the City and/or KAT, ~~as a consequence of the granting of the Agreement, or~~ by reason of negligent act or omission of supplier, its agents, employees, subcontractors or assignees arising out of the performance of the Agreement.

A. We will negotiate the terms of the contract with the winning bidder.

2. Specifications and Conditions. 5.0 Tire Specified. Please modify item 5.6 as follows:

The tires' load range must meet or exceed specifications of the buses in service as obtained from the manufacturer. Original minimum tread depth shall be 23/32"or greater, except for the 11R22.5 which may be less.

REASON: The 11R22.5 is traditionally a truck tire size and the all-position type tires that will be used are less than 23/32.

A. We will negotiate the terms of the contract with the winning bidder.

3. Specifications and Conditions. 6.0 Required Services. Please modify item 6.3 as follows:

The supplier or supplier's agent (as applicable) shall submit a subject report detailing bus number, tire number and condition of tires inspected and such additional information that KAT may reasonably require.

A. We will negotiate the terms of the contract with the winning bidder.

4. Specifications and Conditions. 7.0 KAT Responsibilities. Please modify item 7.2 as follows:

KAT shall keep accurate and comprehensive records of tire changes by brand number and total mileage per bus. By the tenth of each month, KAT shall furnish the supplier with a list of all buses operated during the previous month and the mileage logged of each bus. Vehicle mileage shall be determined either by means of an instrument that will accurately record mileage being run on each vehicle, or by multiplying the number of trips per bus by the number of miles of route configurations and adding

miscellaneous mileage that is attributed to testing and to instruction of new drivers. KAT shall furnish the supplier with an established route map and shall advise the supplier of any changes, additions or deletions of these demonstrated routes.

A. We will negotiate the terms of the contract with the winning bidder.

5. Specifications and Conditions. 11.0 Warranties. Please modify item 11.3 as follows:

All tires shall be free of defects in material and workmanship for a period of eighteen (18) months. At any time that a tire is determined to be defective, the supplier will promptly provide KAT with an acceptable replacement tire.

REASON: A defect in material and workmanship should be revealed soon in operation. A tire issue after 18 months would not be a defect in material and workmanship.

A. We will negotiate the terms of the contract with the winning bidder.



Requests and Clarifications:

RFP #05-23 – “Mileage-Based Tire Leasing for Kenosha Area Transit”

Dear Transit:

Thank you for the opportunity to quote on your new contract. In order to provide a responsive and responsible bid, we request your reply to the following:

1. Page 4. 1.0 SCOPE OF SERVICE. Please review attached 315/80R22.5 CITY TRANSPORT (CT) specifications as approved equal to for the B305/85R22.5. 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 (i.e. Green Bay, and Janesville).

A. We amended the scope of work with the following:

The City uses three (3) specific tire sizes (B275/70R22.5, B305/70R22.5 and B305/85R22.5 or equivalent tire sizes according to bus manufacturer specification.

2. Page 8. 6.4. Required Services, Line 1. Being a cost issue to tire supplier, please replace “an adequate” with “a mutually agreed upon”.

A. We will negotiate the terms of the contract with the winning bidder.

3. Page 8. 7.5. KAT Responsibilities. Please add the following to the end of this section: *Successful bidder shall not be responsible for any manufacturer warranties related to any such tires from companies other than bidder’s.*

A. We will negotiate the terms of the contract with the winning bidder.

4. Page 9. 8.1. DELIVERY.Line 1. After “shall be delivered ”, please insert “, within thirty (30) days of receipt of order,”.

A. We will negotiate the terms of the contract with the winning bidder.

5. Page 9. 9.0 Loss and Abuse of Tires. Please include the formula below to provide actual value of a tire, please include the following text:

“The remaining mileage shall be prorated by determining the percentage of useable rubber remaining multiplied by the following cost per 32nds. 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, the Authority 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."

CONTRACTOR'S CONTRACT FIXED COST PER 32 ND OF AVAILABLE RUBBER		
LIST TIRE SIZE OR EQUIVALENT	ORIGINAL COST/32 ND	USEABLE 32NDS
275/70R22.5	\$21.24	24-2=22
305/70R22.5	\$23.70	27-2=25
315/80R22.5	\$17.80	34-2=32

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

A. We will negotiate the terms of the contract with the winning bidder.

6. Warranties – Section 11 (Specifications and Conditions). Page 11 of 28: Please replace this section in its entirety with the following language: *"The tires are subject only to Contractor's standard limited warranty and its warranty policies currently available at www.commercial.bridgestone.com, as updated from time to time and in effect at the time of purchase (the "SLW"). The SLW is incorporated by reference into the terms of this Contract. To the extent there is a conflict between this Contract and the terms of the SLW, the SLW terms will govern."*

A. We will negotiate the terms of the contract with the winning bidder.

7. Delivery – Section 8.3 (Specifications and Conditions). Page 9 of 28: Please add the following language to the end of this Subsection:
- a) *"KAT agrees that such "no value" tires will be used for the sole and exclusive purpose of transporting and storing vehicles from garages to a storage facility,*
 - b) *KAT agrees that such "no value" tires are provided as-is with no warranties as to the condition or fitness of such tires for continued use.*
 - c) *KAT assumes all liability for use and possession of scrap tires furnished by Contractor."*

A. We will negotiate the terms of the contract with the winning bidder.

8. Page 12 through 15. TIRE ENGINEERING DATA SHEETS. Please omit "Belt Fabric and Ply Fabric" as information is not required with other transit bids and is not publicly released.

A. We will negotiate the terms of the contract with the winning bidder.

9. Access to Records and Reports– Subsection 2 (Appendix I) Page 20 of 28: Please add the following language to the end of the sentence: ", so long as the copies do not contain Contractor's confidential or proprietary information."

A. We will negotiate the terms of the contract with the winning bidder.

10. Agreement – Section 1.2 (Appendix II) Page 23 of 28: Please add the following as the last sentence under Sub-Section 1.2: "*The Contractor shall not be responsible for any warranties or services related to any such test tires from companies other than the Contractor.*"

A. We will negotiate the terms of the contract with the winning bidder.

END OF REQUESTS

We appreciate your consideration and response to the items requested and looks forward to your favorable response. Should you need to discuss any of our requests in further detail, please contact me at 615-937-1647.

Sincerely,



T.J. Morgan
Commercial Mileage Sales
Business Analyst/ Contract Compliance
Bridgestone Americas Tire Operations, LLC
535 Marriott Drive, -8th Floor
Nashville, TN 37214
Telephone (615)-937-1647
mogantj@bfusa.com