

SOLICITATION NUMBER: NTIRES12
Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as NTIRES12 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other: Revised Pricing Page

Description of Modification to Solicitation: Answer Vendor questions.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

1. Answer Vendor questions.
2. Bid date changed
From: November 14, 2012 at 1:30 P.M.
To: November 27, 2012 at 1:30 P.M.
3. Revised Pricing pages
4. The addendum acknowledgement is attached. This document should be signed and returned with your bid. Failure to sign and return may result in disqualification.

NTIRES 12 ADDENDUM NO. 4

Answers to vendor questions:

Question #1

Contract Terms, Renewal, "Please add "provided, however, that" Vendor may cancel this agreement upon sixty (60) day prior written notice.

Answer

***No change to Terms and conditions

Question #2

Reasonable Time Extension - Any reasonable time extension should not exceed three months (90 days). We ask that this be changed from twelve Twelve (12) months to Three (3) months.

Answer

*****No change, standard Terms and Conditions**

Question #3

Page 7 #6 - Pricing: We ask that pricing be adjusted at each renewal by moving pricing to the current manufacturer's base price book. Discounts will remain the same and/or a possible increase in discount rates be allowed.

Answer

*****Vendor may request increase at renewal, may or may not be allowed**

Question #4

Page 10 #12 Liquidated Damages - We ask that this be removed.

Answer

*****No change**

Question #5

Page 11

#23. Taxes, State will pay any and all applicable taxes when agency is determined non-exempt and implemented during contract.

Answer

***No change

Question #6

#26 Time - Remove

Answer

******Standard Terms and Conditions – No change**

Question #7

Page 14 #42 Antitrust - please add "specifically" between trade and relating in the fifth line of paragraph 42.

Answer

*****No Change**

Question #8

Page #15

#46 Indemnification - Remove "Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract"

or add unless performed by the vendor's company owned location.

Also remove any mention of "subcontractor" throughout this clause.

Answer

*** **No Change**

Question #9

State may consider to implement a "Dealer Agreement" issued between State and Subcontractor, to handle liability issues in this contract?

Answer

**State will not change Terms and Conditions prior to bid opening

Question #10

#49 Conflict of Interest - revise language to read "Vendor shall comply with all applicable laws and regulations with respect to any conflicts between Vendor and its performance of its obligations hereunder".

Answer

***No change

Question #11

Page 16 and 17 #52 Preference for use of domestic steel products and #53 Preference for use of domestic aluminum, glass, and steel , Remove - Not applicable with a tire contract

Answer

***Not Applicable, Ignore reference

Question #12

Page 18 and 19 , Additional Terms and Conditions (Construction Contracts Only) - Remove all as non applicable.

Answer

***Not Applicable, Ignore reference

Question #13

Page 20 Additional terms and conditions (Architectural and Engineering Contracts Only) - Remove all as non applicable

Answer

***Not Applicable, Ignore reference

Question #14

Page 25 Delivery Time - we ask that this be moved to 30 days, In most cases delivery can be made within 10 to 15 days but if an item is on back-order then vendor may need the 30 days to supply.

Answer

***No change

5 Return Due to Agency Error. Any and all returns are at the sole discretion of the supply point.

Question #15

General Specifications and Conditions

Page 26 (paragraph # 8) - Radial passenger tires and radial truck tires - shall be replaced without charge (including mounting and balancing) during the first 25% of tread wear or 12 months whichever comes first - remove language and replace with Manufacturers Highway Auto & Lt Warranty - See Attached.

(See attached file: GDYR Highway Auto & LT War 0712 12 page.pdf)

Answer

***the state will not change Terms and Conditions prior to bid opening.

Question #16

Page #27 Specifications

(Paragraph 4) - reference to inner tubes, - we ask that this be removed as we will not be bidding inner tubes.

Answer

***Not applicable to this solicitation, please ignore reference

Question #17

(Paragraph 6 - Reference to delivery within 12 months of manufactured dated

- we ask that this be removed.

Answer

*** No change

Question #18

(Paragraph 8) - reference to the difference between the cost of the tire from the contracted vendor and other source - we ask that this be removed.

Answer

***No change

Question #19

Pricing Page.

Product must be received within 15 days after receipt of order. We ask that this be extended to 30 days. See comments for Page#25 above.

Answer

***No change

Question #20

Passenger Tires sizes. All sizes are obsolete and cannot be bid as listed on price sheets - We (determined top usage tires from usage reports) ask that the six sizes be revised as follows:

P225/60R16

P205/60R16

P235/65R17

225/65R16

215/60R16

P195/60R15

Answer

***Please see revised pricing pages

Question #21

Pursuit Tires A pursuit tires speed rating are incorrect, The rating is as follows:

225/60R16 s/b V
 235/55R17 s/b W
 225/60R18 s/b W
 225/60R16 s/b V
 235/55R17 s/b V
 225/60R18 s/b V

Answer

*****Please see revised pricing pages**

Question #22

If state is planning on using Chevy Caprice and/or Ford Taurus, then state will needs to add those size tires to their bid evaluation. The sizes are as follows:

Chevy Caprice

235/50R18 W speed rated - All Season
 235/50R18 V speed rated - Winter

Ford Taurus

245/55R18 V speed rated - All Season
 245/55R18 H speed rated - Winter

Light Truck - line 1 LT215/75R15 load range s/b "D" not "C"

Answer

*****Please see revised pricing pages**

Question #23

General Terms and Conditions page 14 – item 3- What are the dates of the initial contract period? How many renewals may be requested?

Answer

*******Upon award of the contract, the start date will be set then to establish a one year contract with a two year renewal option as agreed by both parties.

Question #24

At the renewal periods, may a vendor request a price adjustment and what information will the State require?

Answer

***Established pricing should be for the life of the contract. A request for increase should include just reasoning for increase, request may or may not be granted.

Question #25

GENERAL TERMS AND CONDITIONS - Page 22 - Item 42. Antitrust - Request that this clause be waived. As a matter of policy, vendor does not agree to assign or transfer rights it may have in antitrust proceedings.

Answer

***The state will not change Terms and Conditions prior to bid opening

Question #26

GENERAL TERMS AND CONDITIONS - Page 23 - Item 46. Indemnification - Vendor distributes its tires through a network of independently owned dealers and therefore vendor cannot agree to indemnify the services these independent dealers may provide. Please consider replacing current Indemnification clause language with the following language:

(Seller agrees that during the term of this Contract, it shall defend, indemnify, and save harmless Buyer, its officers, employees and agents from any and all liability claims, suits, actions, damages, costs asserted by third parties to the extent arising from the negligence or willful misconduct of Seller, or any employee thereof arising under and pursuant to this Contract. In no event shall the Contractor be obligated to indemnify or hold Buyer harmless with respect to any liability caused by the negligence of Buyer. In the event that loss, injury or damage to a third party results from the negligent or tortious conduct of both Buyer and the Seller or solely from the negligent or tortious conduct of either Buyer or the Seller, each party will bear any resulting liability to the extent that its own conduct contributed thereto as determined by a court of law and to the extent provided by the law. Buyer will notify Seller in writing immediately of the institution of any suit or proceeding and permit the Seller to defend same, and will give all needed information and assistance to enable the Seller to do so. Seller will similarly give Buyer immediate notice of any suit or action filed or any claims arising out of the performance of the

Contract.

Answer

***Modification to mandatory Terms and Conditions contained in solicitation may result in bid disqualification.

Question #27

Will the state allow for no bid on sections for OTR and Tubes?

Answer

***OTR and Tubes are not part of this solicitation, please ignore this option to bid on this RFQ

NTIRES12 PRICING PAGE

APPROXIMATE USAGE	PASSENGER	AS	PRODUCT CODE	UNIT PRICE	DISCOUNT	UNIT BID PRICE	AMOUNT
50	P195/60R15	A/S 10/32 TREAD					
29	P205/65R15	A/S 10/32 TREAD					
26	P215/60R16	A/S 10/32 TREAD					
8	P215/65R17	A/S 10/32 TREAD					
16	P215/75R15	A/S 10/32 TREAD					
656	P225/60R16	A/S 10/32 TREAD					
5	P225/60R17	A/S 10/32 TREAD					
28	P225/60R18	A/S 10/32 TREAD					
1	P225/75R15	A/S 10/32 TREAD					
19	P225/75R16	A/S 10/32 TREAD					
560	P235/55R17	A/S 10/32 TREAD					
47	P235/65R17	A/S 10/32 TREAD					
243	P235/70R16	A/S 10/32 TREAD					
33	P235/70R17	A/S 10/32 TREAD					
13	P235/75R15	A/S 10/32 TREAD					
140	P245/65R17	A/S 10/32 TREAD					
5	P245/70R16	A/S 10/32 TREAD					
127	P245/70R17	A/S 10/32 TREAD					
4	P245/75R16	A/S 10/32 TREAD					
8	P245/75R17	A/S 10/32 TREAD					
54	P255/70R16	A/S 10/32 TREAD					
12	P265/60R18	A/S 10/32 TREAD					
8	P265/65R17	A/S 10/32 TREAD					
18	P265/70R17	A/S 10/32 TREAD					
TOTAL:							

NTIRES12

PRICING PAGE

APPROXIMATE USAGE	PURSUIT	SPEED RATED	PRODUCT CODE	UNIT PRICE	DISCOUNT	UNIT BID PRICE	AMOUNT
152	205/60R16						
8	215/55R16						
4	215/55R17						
12	215/65R16 98T						
8	215/70R15						
12	215/75R175						
6	225/50R17						
8	225/65R16						
5	225/65R17						
81	225/70R195						
2	235/50ZR17						
64	245/55R18						
2	245/70R17.5						
2	245/75R225						
6	285/75R245						
4	295/75R225						
93	315/80R225						
6	385/65R225						
4	425/65R225 L						
TOTAL:							

NTIRES12 PRICING PAGE

APPROXIMATE USAGE	MEDIUM TRUCK	PRODUCT CODE	UNIT PRICE	DISCOUNT	UNIT BID PRICE	AMOUNT
2	11R225 H G288 MSA TL					
33	11R225 H G622 RSD TL					
5	11R225 146/143L H G399 LHS FUELMAX TL					
4	11R22.5 H DUNLOP SP464 TL					
8	11R225 G G572 LHD FUELMAX TL					
20	11R225 G G316 LHT FUEL MAX TL					
4	11R225 H G177 TL					
25	11R225 146/143L H G661 HSA TL					
20	11R225 144/142L G G661 HSA TL					
3	11R225 G G338 1AD TL					
2	11R225 H DUNLOP SP431A TL					
38	12R225 150/147L					
TOTAL :						

NTIRES12 PRICING PAGE

APPROXIMATE USAGE	LIGHT TRUCK	LOAD RANGE	PRODUCT CODE	UNIT PRICE	DISCOUNT	UNIT BID PRICE	AMOUNT
28	LT215/85R16	D					
35	LT225/75R16	D					
16	LT235/75R15	D					
6	LT235/80R17	D					
34	LT235/85R16	D					
85	LT245/70R17	D					
149	LT245/75R16	D					
330	LT245/75R17	D					
125	LT265/70R17	D					
27	LT265/75R16	D					
2	LT275/70R18	D					
8	LT285/70R17	D					
TOTAL:							

APPROXIMATE USAGE	OFF ROAD	INDEX LOAD	PRODUCT CODE	UNIT PRICE	DISCOUNT	UNIT BID PRICE	AMOUNT
2	1000R20						
1	9-145 F TRAC HM NYTL						
40	950-165 E WH NYTL						
1	185R14C C WRL HT BSL TLDX						
2	875-165 E WH NYTL						
1	31X10.50R15LT 109R WRL SLTARMR C OWL TL						
TOTAL:							

NTIRES12 PRICING PAGE

APPROXIMATE USAGE	SPECIAL SERVICE TIRES	PRODUCT CODE	UNIT PRICE	DISCOUNT	UNIT BID PRICE	AMOUNT
9	ST205/75R14					
12	ST205/75R15C					
4	ST225/75R15					
13	ST235/80R16					
TOTAL:						

GRAND TOTAL \$

Basis of Award: The Contract shall be awarded to the Vendor that provides the lowest overall grand total for the items listed on the pricing page.

PRICE LIST OR CATALOG BID: (Restricted to one (1))

COMPANY: _____

PHONE: _____

CONTACT: _____

FAX: _____

ADDRESS: _____

EMAIL: _____

SIGNATURE: _____

DATE: _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: NTIRES!2

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.