



Gavin Newsom
Mayor

Naomi Kelly
Director/Purchaser

Purchasing

November 7, 2008

BID ADDENDUM NO. 1

Contract Proposal No. 71205

TIRE LEASE and SERVICES

Original Due Date: November 14, 2008 at 2:00 p.m.

TO: ALL BIDDERS

Please note the following changes to the subject contract proposal before submitting your offer. A signed and dated copy of this Bid Addendum must accompany your bid.

The request for quote is here with modified to read as follows

The required Bid Bond is to read \$25,000.00 where ever referenced in the request.

Awarded if made is aggregate, to one vendor for the life of the contract

Page 3, clause 8 amended to read, "This contract may be assigned only with the written approval of both parties."

~~Page 6, clause 15 The City will pay California Sales and Use Tax for tires delivered based on effective rates. Do not include tax in bid rate.~~ *See contract award for modified language. m*

~~Page 7, clause 15 The City will pay CA New Tire Fee for each tire delivered. Do not include in bid rate.~~ *See contract award for modified language. m*

Page 39, clause 74 amended to read, "Lessor shall visually inspect alignment of bus and advise SFMTA of defective mechanical condition in writing when replacing or rotating tires."

Page 41, clause 74 amended to reflect staffing to be bid at a minimum of 13 employees plus one working supervisor, fewer staff is unacceptable.

Page 42, clause 74 is amended to include Road Call Service person's first responsibility is to respond to road calls however may be used in addition as Lessor sees most beneficial. Yard Superintendent as used in clause 74 is a SFMTA employee. Penalty for failure to respond to road call within time limit will be reviewed on a case by case basis at the request of the Lessor. If failure to respond is not within the control of Lessor, the penalty will be waived. Disputed penalty will not be deducted from invoice without notification of Lessor. Failure to find vehicle at location given by SFMTA is considered out of the control of the Lessor and not valid for penalty.

Page 42, clause 74 amended to include group branded as acceptable.

Page 43, clause 78 amended to read, "The remaining mileage for original and retread tires shall be determined by multiplying the number of useable 32nds of an inch of available rubber remaining on each tire by the Lessor's applicable cost per 32nd however shall not exceed 50% of the value of the tire unless lessor can

supply an auditable accounting of the tire's mileage.

Page 44, clause 78 amended as follows:

Lessor to provide a contract firm, fixed cost per 32nd for their respective tire based on actual tire tread.

Contractor's Tire Data and Cost per 32nd

Tire size	Original tire 32nds of tread (minus 4/32nds)	Original tire cost/32nds	Retread tire 32nds of tread (minus 2/32nds)	Retread tire cost/32nds
12R x 22.5				
315/80R x 22.5				
305/70R x 22.5				

Page 45, clause 83 amended to read thirty (30) calendar days.

Amended to read "If the tires are usable on other coaches operated by City, Lessor shall place tires in City's reserve. For tire not usable...."

Page 47 clause 84 amended as follows:

Replace tire milage rating with lessor completed chart.

Contractor's Tire Mileage performance for this bid

Tire size	original	recapped
12R x 22.5		
315/80R x 22.5		
305/70R x 22.5		

Page 47, clause 85 amend to omit "Lessor shall individually identify each tire so that Lessor can keep proper history records."

Page 47, clause 86 amend to omit "The complete mileage history of each tire on each bus in Lessee's fleet"

Page 47, clause 86 amend to insert, "any changes to insurance requirements must be approved by City's risk manager."

Page 48, clause 86 amend to insert, " any changes to insurance requirements must be approved by City's risk manager."

Page 50, clause 91 amend to read " without any extra charges, orders for any service defined under the Contract, as requested by City."

Page 51 clause added before clause 93 to read as follows:

The City will not transfer, sublet, or lend the tires furnished by Contractor, or permit the tires to be used by anyone other than the City, without the prior written consent of the Contractor. If leased vehicles are supplied with the Contractor's tires, monthly mileage will be reported for billing. Prior to returning any leased vehicles, the Contractor's tires will be removed and returned to spare stock. Should the City terminate or otherwise lose possession of any of the least vehicles equipped with Contractor's tires, the City shall pay for each tire (including spares) in accordance with the Contract."

Page 39 clause 74 amend to read "if the City has not responded within 15 calendar days after written notification of mechanical problems causing excessive ware due to lack of maintenance the Lessor may request an adjustment for unacceptable ware."

If you have already submitted a sealed bid, you are required to submit your bid amendment(s) before the bid due date in order to comply with the change(s) indicated above. You must submit your bid amendment(s) together with this Change Notice signed and dated in a separate sealed envelope stating the contract proposal number and due date.

Any bid amendments received after the bid due date will not be considered.

All other terms and conditions remain the same.

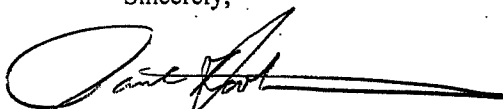
Acknowledgment of receipt

Signature

Date

Print Name and Company Name

Sincerely,



s/Paul Hootman
Senior Purchaser (415) 701-4706