

## ADDENDUM NO. I

**DATE:** December 11, 2020

**TO:** All Potential Proposers

**FROM:** James McKeehan, Assistant Purchasing Agent, City of Knoxville

**SUBJECT:** Addendum No. I to ITB - Leasing of Bus Tires for Knoxville Area Transit

**PROPOSALS TO BE OPENED:** December 18, 2020 at 11:00 AM (Eastern Time)

This addendum is being published to provide clarification regarding the above referenced RFP. This addendum becomes a part of the contract documents and modifies the original specifications as follows:

### Items for Clarification:

1. Scope of Service. 1.2 Equipment and Supplies. Please indicate how many Ford vehicles have Tire Pressure Monitoring Systems (TPMS).

**8 Ford Transit Busses are equipped with TPMS.**

2. Scope of Service. 1.2 Equipment and Supplies. Please indicate If KAT will be supplying TPMS sensors and/or rebuild kits, where applicable.

**KAT has no intention of retrofitting the rest of the fleet with TPMS.**

3.
  - General Information. 32. Insurance. Endorsements. In lieu of a specific contract endorsement to policies, please confirm that specific contract information may be conveyed on the Certificate(s) of Insurance. REASON: Major global corporations contract with thousands of entities. As a matter of practicability, policies are not endorsed for specific contracts.
  - General Information. 32. Insurance. Copies of insurance policies. Please confirm your understanding that copies of insurance policies cannot be provided but inspection of policies can be arranged. REASON: Major corporations consider policies confidential and proprietary. Inspection of policies can be arranged on mutually agreeable terms.
  - General Information. 32. Insurance. A. Commercial General Liability. Please confirm self-insured retentions may be utilized for CGL. REASON: The major corporations that participate in tire leasing utilize self-insured retentions for this coverage.
  - General Information. 32. Insurance. A. Commercial General Liability. Please remove item c.

~~At the sole discretion of the City, dedicated limits of liability for this specific project may be required.~~

**The language or terms of the ITB cannot be adjusted for potential bidders. If bidders wish to include exceptions in their bid those can be negotiated before a contract is awarded.**

4. General Information. 33. Indemnification. Please confirm Contractor is not indemnifying the City, its agents or employees for their own negligent acts or omissions.

**See Section 3 #33 Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.**

**END OF ADDENDUM I**