

Overall Bid Questions

Question 1

Within the two (2) year renewal periods, are we permitted to change price books after year one (1) or must we adhere to fixed pricing for a two (2) year period? **(Submitted: Nov 9, 2011 10:55:16 AM MST)**

Answer

- Refer to Page 12, PRICE GUARANTEE PERIOD for an answer to your question. If this does not resolve your question, restate the question referring to the specific language in the specifications that is not clear. **(Answered: Nov 9, 2011 2:12:51 PM MST)**

Question 2

Please consider adding another category labeled "Commercial Radial Light Truck" under 2.1. **(Submitted: Nov 9, 2011 10:56:27 AM MST)**

Answer

- We will not add this category because it would cause a significant time delay to re-write the bid specifications and attachments. Your bid will need to include that category in the Light Truck Category. You may define a further breakout of that category in your response that may be implemented if you are awarded a contract. **(Answered: Nov 10, 2011 9:37:39 AM MST)**

Question 3

Within Category # 4, page40, may we submit a separate chart of pricing for tire repairs, tire change etc because the price is different for a loose wheel vs outside dual vs inside dual. **(Submitted: Nov 9, 2011 10:58:36 AM MST)**

Answer

- Category # 4 will be modified to into single tire and dual tire vehicles. New Attachment A with this modification will be loaded onto bidsync. **(Answered: Nov 10, 2011 9:37:39 AM MST)**

Question 4

Page 7, item # 2, last paragraph references two States T & C's Missouri & Vermont) that were not attached as indicated. NASPO was attached, but not referenced. **(Submitted: Nov 9, 2011 12:34:26 PM MST)**

Answer

- The NASPO T&C are Vermont's own modified T&C use by Vermont for the WSCA/NASPO bids they participate in. The Missouri T&C were inadvertently not attached and will be uploaded on Bidsync. Remember that the State T&C attached to the bid are for informational purposes and awarded contractors will address them, if necessary, in the respective state's Participating addendum. Some states are required by law to have their T&C attached to all solicitations. **(Answered: Nov 10, 2011 9:37:39 AM MST)**

AM MST)

Question 5

Attachment "C" Dealer Agreement references the old bid number FV7901 in the header line. Will the State revise to reflect RT12002? **(Submitted: Nov 10, 2011 11:27:55 AM MST)**

Answer

- Yes. **(Answered: Nov 10, 2011 11:31:18 AM MST)**

Question 6

Page 29 Hold Harmless Clause - Request that the words "subcontractors or volunteers" be deleted from clause as independently owned dealers are used to provide tire services not the tire manufacturer. Request adding "Contractor will indemnify against defective workmanship or materials in products manufactured by the Contractor". **(Submitted: Nov 10, 2011 12:30:32 PM MST)**

Answer

- The Hold Harmless Clause will not be changed in the solicitation. The Dealer Agreement (Attachment C) was constructed to address indemnity concerns. **(Answered: Nov 14, 2011 7:54:39 AM MST)**

Question 7

Attachment B, page 42 does not have a column for item/product code number indicating the tire it represents. **(Submitted: Nov 14, 2011 12:51:49 PM MST)**

Answer

- Are you asking why there is not a code number identifying the tire WSCA wants or are you asking for a column to be added so bidder can identify the tire code number being bid? **(Answered: Nov 14, 2011 3:15:25 PM MST)**

Question 8

I am asking for a column to be added to the tire pricing schedule in order to identify the tire. **(Submitted: Nov 15, 2011 5:09:14 AM MST)**

Answer

- The tires listed in attachment B need to meet the specifications and the identifiers i.e. speed rating etc. We will not specify a code for the tires as every manufacturer has there own code identification number. **(Answered: Nov 15, 2011 10:07:55 AM MST)**

Question 9

My initial reply was confusing. We would like a column added to identify the tire code number being bid by each manufacturer. **(Submitted: Nov 15, 2011 11:06:19 AM MST)**

Answer

- We will not add a column for vendor to identify tire code number. We will use the page number of the MPL and the MPL price to locate the tire if necessary. **(Answered: Nov 16, 2011 9:53:41 AM MST)**

Question 10

If a Contractor does not have a map that shows every dealer location for all the WSCA States, but can provide a complete dealer listing for all the WSCA States, will that be OK? **(Submitted: Nov 15, 2011 6:02:29 PM MST)**

Answer

- The requirement is for Participating States not just WSCA states. After review of the Map requirement is has been determined that it will not be needed. We do, however, need the list of dealerships sorted by state and city and must provide full location addresses including contact information and services that are currently provided by each location. I will put out an addendum with these changes. **(Answered: Nov 16, 2011 9:53:41 AM MST)**

Question 11

Does Contractor focus on RFP and negotiate the individual State Terms and Conditions with each participating state? **(Submitted: Nov 16, 2011 12:56:35 PM MST)**

Answer

- The individual State Terms and conditions will be addressed in the Participating addendum. They are part of the solicitation and included for information purposes only. A state may have included their T&C's for a variety of reasons. They may be required by their state laws to be included in all solicitations. They may have included some of their T&C because the RFP's Terms and Conditions do not include or are in conflict with a particular T&C in the RFP. These and other reasons make it necessary to address certain T&C issues in the participating addendum. **(Answered: Nov 16, 2011 3:02:28 PM MST)**

Question 12

2. Will there be an addendum to the RFP concerning the Ultimate Vendor Ultimate Purchaser Exemption Certificate signatures to document FET exemption sales? This certificate satisfies IRS requirement. **(Submitted: Nov 16, 2011 12:57:44 PM MST)**

Answer

- There is no addendum planned to address this form. **(Answered: Nov 16, 2011 3:02:28 PM MST)**

Question 13

3. Individual distributors are responsible for the timeliness and quality of all services provided to the states, however will this exception pose a problem? **(Submitted: Nov 16, 2011 12:59:09 PM MST)**

Answer

- I have no idea what exception you are referring to and what problem it will pose. **(Answered: Nov 16, 2011 3:02:28 PM MST)**

Question 14

4. Does the state view authorized dealers as subcontractors? In reference to the Hold Harmless section of the RFP Contractor will remove subcontractors or volunteers from the provision. Will Dealer Agreements with each participating state handle this exception? **(Submitted: Nov 16, 2011 1:00:06 PM MST)**

Answer

- It is required that each dealer within the state sign a dealer agreement that would hold the state harmless and also mandate certain insurance requirements (see attachment C) . Subcontractors or volunteers would not be applicable in the ¿HOLD HARMLESS¿ clause if the dealer agreement is properly executed. Manufacturer would be responsible if the dealer does not sign the dealer agreement. We would be willing to clarify this issue in the Master Price Agreement with the winning Vendor(s). **(Answered: Nov 16, 2011 3:02:28 PM MST)**

Question 15

Need more time to submit questions. Will you extend the time deadline for questions and the deadline to submit pricing? **(Submitted: Nov 16, 2011 2:00:59 PM MST)**

Answer

- I extended the Question period until 18 Nov 1 p.m. **(Answered: Nov 16, 2011 3:22:14 PM MST)**

Question 16

Will a vendor be allowed to submit a new manufacturers price list every 6 months due to the rise of raw materials cost? **(Submitted: Nov 17, 2011 8:13:29 AM MST)**

Answer

- Price adjustments for tires, tubes and tire services may be allowed only during the contract anniversary date or renewal period. Anniverary date is once a year. **(Answered: Nov 17, 2011 1:23:07 PM MST)**

Question 17

Pg 7, #12 In regards to Bidder warranting service, Contractor will not be providing services. Authorized Dealers will provide services & their warranty. Could this be added to the Dealer Agreement and exempt from Contractor T & C's? **(Submitted: Nov 18, 2011 8:45:47 AM MST)**

Answer

- Exceptions to the Terms and Conditions should be addressed in the response to the RFP. **(Answered: Nov 18, 2011 9:54:28 AM MST)**

Question 18

RFP, Pg 7, Section I, Item #2

"Each contract issued under the Master Price Agreement", is this refereing to each State Participating Addendum? (Submitted: Nov 18, 2011 8:50:58 AM MST)

Answer

- This is not refering to the participating addendum. The language should have read "Each master price agreement issued under the RFP will consist of the following documents:" (Answered: Nov 18, 2011 12:59:14 PM MST)

Question 19

Will each State's Participating Addendum be issued after the contract is in place? (Submitted: Nov 18, 2011 8:52:01 AM MST)

Answer

- Each state will sign a participating addendum with the contractor(s). (Answered: Nov 18, 2011 9:54:28 AM MST)

Question 20

RFP, Pg 14, Sect II, #2 Services. Contractor cannot be responsible for the quality of the service. Contractor will not be performing services, indepednent Authored Distributors will be providing services. Could this language be removed or added to the individual dealer agreements as we have done in the past WSCA contract? (Submitted: Nov 18, 2011 8:57:27 AM MST)

Answer

- The dealer agrees to the terms and conditions of the contract when he signs the dealer agreement. It states "The Dealer agrees to abide by the terms and conditions of the Contract between _____ (Manufacturer's Name) and the State of _____ (Name of State) resulting from State of Utah Bid RT12002." (Answered: Nov 18, 2011 12:19:58 PM MST)

Question 21

RFP, Pg 22, Sec III, 1.1 - Offeror is required to pay all fees. Please confirm this does not apply to disposal fee's, State tire fee's, Tire User Fee's. (Submitted: Nov 18, 2011 9:02:57 AM MST)

Answer

- Does not include disposal fee. Please explain what you mean by State tire fees, and Tire User Fee's. (Answered: Nov 18, 2011 9:54:28 AM MST)

Question 22

RFP, Pg 16, sec 2.1 - regarding tires manuf within the last year, Contractor cannot guarantee all tires will be manuf within the last year since tires will be delivered by Auth Dist. Additionally, there is no industry wide age limit/expiration date on tires. (Submitted: Nov 18, 2011 9:13:46 AM MST)

Answer

- This requirement will not be changed. (Answered: Nov 18, 2011 11:16:14 AM MST)

Question 23

RFP, pg 18, Sec 2.4.10 Emerg Repair; Contractor does not provide emergency roadside service. However, most Authorized Distributors do provide this service. Could this be removed from Contractor requirements and moved to the Dealer Agreement? (Submitted: Nov 18, 2011 9:17:42 AM MST)

Answer

- The verbage in the RFP allows for the Dealer to provide the Road Side Service. Page 18 2.4 states: "Offerors are asked to bid on each of the below mentioned listed services that may be performed by their Approved Distributors". The Emergency Repair is listed below this heading. The dealer agreement states: "This Dealer Agreement will identify the responsibilities of the Dealer for the services provided by the Dealer." (Answered: Nov 18, 2011 11:16:14 AM MST)

Question 24

RFP, Pg 29, Sec Warranty. Could the Contractors Standard Warranty replace this section? (Submitted: Nov 18, 2011 9:29:25 AM MST)

Answer

- No. We will not change the Warranty clause on page 20 or page 29. (Answered: Nov 18, 2011 11:16:14 AM MST)

Question 25

RFP, pg 29, Amendments: Could "and the Contractor" be added to the end of the sentence? This would ensure both Contractor and WSCA Administrator are in sync. (Submitted: Nov 18, 2011 9:35:16 AM MST)

Answer

- Both parties would need to agree to any changes in writing. (Answered: Nov 18, 2011 12:59:14 PM MST)

Question 26

RFP, Pg 30 Sec Non Discrimination: Contractor can agree to this for their company but cannot enforce this with an independent dealer? Contractor does not have subcontracts with the Auth Dist. Could this be included in the Dealer Agreement to ensure compliance? (Submitted: Nov 18, 2011 9:39:48 AM MST)

Answer

- If the Dealer signs the agreement then he agrees with the Non discrimination clause in the WSCA Terms and Conditions. This is the verbage used in the Dealer agreement: "The Dealer agrees to abide by the terms and conditions of the Contract between _____ (Manufacturer's Name) and the State of

_____(Name of State) resulting from State of Utah Bid RT12002." (Answered: Nov 18, 2011 11:16:14 AM MST)

Question 27

If Ultimate Vendor/Ultimate Purchaser is required to document FET exempt sales by the IRS, is Contractor going to have issues obtaining signed documents for IRS documentation or is it not being added because the State is assuming there will be no issues in obtaining the document? (Submitted: Nov 18, 2011 9:46:09 AM MST)

Answer

- Dealers need the documentation or they will pay the tax. The Ultimate Vendor/Ultimate Purchaser form is one way they can document a government purchase. I would assume the manufacturer charges the dealer and the dealer receives a credit when the documentation is provided to the manufacturer. The dealer may use another method for obtaining documentation. If necessary, any issues involving the documentation can be addressed in the Participating addendum. It has not been a big issue in the current contracts. It is reasonable to expect a tire dealer to obtain some sort of documentation stating that the person purchasing the tires is exempt from the FET. (Answered: Nov 18, 2011 11:16:14 AM MST)

Print

Close