

Irgvdc

From: Irgvdc
Sent:
To:
Subject:

Hello,

Thank you for your interest in the ITB – Tires for Valley Metro Fleet. The following changes, in red text for this addendum but in black text in the document, have been made to the ITB:

Paragraph 3, page 10 - Assignment clause:

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the subsequent Contract or the Contractor's right, title, or interest in or to the same or any part thereof without previous consent in writing of LRGVDC Executive Director endorsed thereon or attached thereto. **If Contractor should find it necessary to assign the contract to another party or entity, the assignment must be completed upon and by mutual agreement by Contractor and the LRGVDC. Contractor must understand new, assigned party's billing and payment processes, and may need to do a reasonable credit check.**

Paragraph 4, page 11 – Insurance clause:

The Contractor shall procure and maintain insurance for the duration of the contract. **Entities that self-insure must maintain this insurance for the duration of the contract.**

Paragraph 6, page 11 – Force Majeure clause has been added:

Either party shall not be liable for any failure of or delay in the performance of an agreement that results from this opportunity for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to, acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

Section 3.9, page 12 – Warranty of Work:

The Contractor warrants to LRGVDC that all materials and equipment furnished under this Contract will be of the highest quality and new unless otherwise specified by LRGVDC, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. **Contractor shall adhere to manufacturer's warranty for products offered under this proposal, which defines the criteria for warranty eligibility and the claims or replacement procedures for the product(s) covered. The LRGVDC, for all materials and/or equipment provided under this proposal, shall have the full benefit of Contractor's standard warranty for such materials and/or equipment. Contractor will attach copies of all warranties associated with products offered under this proposal to this bid.**

Section 3.12, page 13 and 14 – Termination:

LRGVDC may terminate this Contract, in whole or in part, at any time by written notice to the **Contractor with at least 10 days written notice**. The Contractor shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit to LRGVDC its termination claim to be paid the Contractor. If the Contractor has any property in its possession belonging to LRGVDC, the Contractor will account for the same and dispose of it in the manner LRGVDC directs.

3.12.2 Termination for Default

In the event the Contractor is, or has been, in violation of the terms of this Contract, including the Bid Documents, Specifications, and Contract, LRGVDC reserves the right, upon written notice of 10 days to the Contractor, to cancel, terminate, or suspend this Contract in whole or in part.

Section 3.14.4, page 16 – Claim Audits:

3.14.4 Claim Audits

All Claims filed against LRGVDC shall be subject to audit at any time following the filing of the Claim. Failure of the Contractor, or subcontractors of any tier, to maintain and retain sufficient records to allow LRGVDC to verify all or a portion of the Claim or to permit LRGVDC access to the books and records of the Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

In support of LRGVDC audit of any claim, the Contractor shall upon request, promptly, and in any event no later than the date provided by LRGVDC, make available documents that include, but are not limited to:

- Daily time sheets and supervisor's daily reports;
- Collective bargaining agreements;
- Insurance, welfare, and benefits records unless prohibited by law, company, or corporate policy

Section 3.15, page 19 – Non-Collusive Proposing Certificate:

If in any case the offeror cannot make the foregoing certification, the offeror shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reason therefore as it's acknowledged that the bidder may offer the products hereunder to third party customers on an arm-length basis, at the same prices being submitted in the bid, and such customers may or may not be additional bidders to this contract.

Page 21, Federal Clauses:

Attached are the Federal Clauses pertaining to this particular procurement. The Contractor is responsible for reading each clause, signing when appropriate, and following the requirements of each clause. Failure to comply with these Federal Clauses will result in breach of contract. Any clauses not related to this opportunity, such as those pertaining to construction projects, may be omitted.

Page 25, Certification of Incorporation:

PRINCIPAL OFFICERS: (If publicly held corporation, a listing of principal shareholders owning 10% or more of corporation's common stock)

Once again, thank you for your interest in the ITB – Tires for Valley Metro Fleet.

Lower Rio Grande Valley Development Council