

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Invitation for Bids Number 16-12

Acknowledgment of Addenda

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT
SENT TO RIPTA SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

Name of Bidder

Street Address

City, State, Zip

Signature of Authorized Official

Date

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Invitation for Bids Number 16-12

Attached please find the following documents:

Request for Clarification/Approved Equals from the following companies

Bridgestone American Tire Operations

Goodyear Tire and Rubber

Michelin North America, Inc.

Revised Bid Price Submittal Sheet

RIPTA Drug and Alcohol Policy

<http://www.purchasing.ri.gov/bidding/ExternalBidSearch.aspx>

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
REQUEST FOR Proposals Number 15-30**

VI. REQUEST FOR APPROVED EQUAL FORM

This form must be submitted electronically IN MICROSOFT WORD
FORMAT TO RIPTA CONTRACTS MANAGER

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Page: 1

Ref: RFP NO. 15-30

Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference - 7 - T Single Proposal

Request Description

Please confirm that any audit, inspection or analysis of records will be limited to applicable non-proprietary information at mutually agreeable times (with prior written notice). Corporate policy restricts disclosure of commercial or proprietary cost components which could negatively impact the Company's ability to compete; however, bidders will assist in a price analysis to substantiate the fairness and reasonableness of our quoted pricing.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane Rejected: _____ See Addendum# _____

Explanation:

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Ref: RFP NO. 15-30

Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference - 9 - CC. CONTRACT COMMENCEMENT DATE

Request Description

Confirm a new supplier will be given a minimum of thirty (30) days from the signing of the Purchase Order or Contract to mobilize the contract (i.e. hire staff, order equipment, tools, supplies, etc.)

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

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Ref: RFP NO. 15-30

Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference - 13 – B. Changes

Request Description

1. Paragraph 1. Please amend to read: “..the Contracting officer shall make a mutually agreeable ~~equitable~~ adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract. No such change shall be effective without the written agreement of the Authority and the Contractor.”

2. Paragraph 2. Please amend to read: The Contractor must assert its right to an adjustment under this article within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this article shall excuse the Contractor from proceeding with the contract as changed.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 3

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Ref: RFP NO. 15-30

Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference - 14. F. Title and Risk of Loss

Request Description

Being a tire lease contract whereby title does not transfer upon delivery or acceptance, please amend to read: "Unless this Contract specifically provides for earlier passage of title, title to supplies covered by this Contract shall pass to the Authority upon formal acceptance and payment in full for remaining value."

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

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**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Ref: RFP NO. 15-30

Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 14 - G. PAYMENTS

Request Description

Please replace "payment terms are 60 days" with "payment terms are 30 days".

REASON: The Authority uses the tires for 30 days before reporting miles and being invoiced.

Use Additional Sheet If More Space is Required

Accepted: Rejected: X Michael J. McGrane _____ See Addendum# _____

Explanation: Authority's payment terms are 60 days after approval of a proper invoice.

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Ref: RFP NO. 15-30

Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 15, J. DEFAULT

Request Description

1. Paragraph 1. b. Replace "10 days" with "10 business days".
2. Paragraph 3. Being a cost issue to bidder, please clarify the nature and associated amounts, if any, of liquidated damages since they are not "set forth elsewhere in this Contract."

Item 1" Accepted

Item 2: Liquidated Damages are \$150.00 per day

Use Additional Sheet If More Space is Required

Accepted: Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 6

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 16 - J. DEFAULT

Request Description

Paragraph 4. Please add language required for a lease contract: "The Contractor shall be paid its costs including compensation for work satisfactorily performed prior to the effective date and time of termination and contract close-out costs for the remaining value of tread on leased tires mounted on buses and in spare stock."

REASON: The standard government language in this subsection does not adequately address the characteristics of a tire lease agreement whereby leased tires are operating on buses, on parked buses, and stored in spare stock.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 7

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Ref: RFP NO. 15-30

Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 16. - K. TERMINATION FOR CONVENIENCE.

Request Description

1. Paragraph 1. Confirm RIPTA will provide thirty (30) days prior written notice before terminating for convenience.
2. Paragraph 1. Confirm RIPTA will not terminate tire part without also terminating service.

REASON Contractor services tires to enhance lease program but not for the sole purpose of servicing tires without supplying tires.

3. Paragraph 2. Confirm RIPTA will at least thirty (30) days to submit his termination claim.
4. Paragraph 4. Please insert "non-proprietary" prior to "books, records, documents....".

Items 1, 2 and 3 Accepted

Item 4: Rejected

See Additional Sheet If More Space is Required

Accepted: Michael J. McGrane

Rejected: See Addendum#

Explanation:

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Ref: RFP NO. 15-30

Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 17 - L. FEDERAL, STATE, AND LOCAL TAXES

Request Description

Confirm RIPTA will pay any fees assessed by any governmental authority for which an exemption is not available, such as RI Tire Fee, the Authority will pay for the fees.

Use Additional Sheet If More Space is Required

Accepted: Rejected: X Michael J. McGrane See Addendum#

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 18 - S. RIGHTS IN TECHNICAL DATA

Request Description

Please omit this section in its entirety. This agreement is for the lease of tires, and Contractor will not be providing any works made for hire. Contractor retains all intellectual property contained in any deliverables that are prepared in connection with this agreement

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 19 - T. Audit and Inspection of Records

Request Description

Please add the following sentence at the end of Section T: "Any audit or inspection of records completed pursuant to the terms of this Contract shall be upon at least sixty (60) days prior written notice to the Contractor, completed during regular business hours, and at Authority's sole expense."

Use Additional Sheet If More Space is Required

Accepted: Rejected: Michael J. McGrane See Addendum#

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 20 - W. NEW MATERIAL

Request Description

Confirm Contractor equipment to be supplied must be well maintained but it is not necessary for current contractor or new contract to purchase new tire equipment.

Use Additional Sheet If More Space is Required

Accepted: X Joseph Monti Rejected: _____ See Addendum# _____

Explanation:

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 20 – X. Order of Precedence

Request Description

Please provide the page numbers for section included in "Special Conditions".

Use Additional Sheet If More Space is Required

Accepted: Rejected: X Michael J. McGrane See Addendum#

Explanation: Page numbers of relevant sections are listed in the Table of Contents

Bridgestone America Request for Approval Equals Page 13

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 20 through 22 - Y. Correction of Deficiencies

Request Description

Please delete Section Y in its entirety and replace it with the following new Section Y, as the remedies for deficiencies are limited to the following express warranties:

Warranty – Leased Tires. Due to specific service limitations, the warranty applicable to LEASED TIRES is limited to defects in workmanship or materials. This warranty is for the exclusive benefit of the Authority who leases a Contractor supplied tire and is not assignable. Contractor's obligation to replace an unserviceable tire is in lieu of all other obligations imposed by law. Any tires found to be defective during the term of the lease agreement will be replaced with a new tire at no charge. Title transfers at time of sale or at termination of lease contract carries the explicit disclaimer that Contractor **makes no warranties as to the condition or fitness for continued use.** No Contractor's employee is authorized to expand the scope of this warranty.

Warranty - Purchased Tires. (continued next page)

Use Additional Sheet If More Space is Required

Accepted: _____ Rejected: X Michael J. McGrane _____ See Addendum# _____

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 20 through 22 - Y. Correction of Deficiencies

Request Description (continued from previous page)

Warranty - Purchased Tires. Due to specific service limitations, the warranty applicable to purchased tires is limited to defects in workmanship or materials. This warranty is for the exclusive benefit of the Authority who owns and uses a Contractor brand tire; is not assignable; and replacement of an unserviceable tire is conditioned upon the Authority completing and signing the Contractor's Adjustment Form then authorized by Contractor. Contractor's obligation to replace an unserviceable tire is in lieu of all other obligations imposed by law. Contractor **makes no warranties as to the condition or fitness for continued use.** Any tires found to be defective under this warranty will be replaced with a new tire. Adjustment formula will be based on prorating remaining tread depth.

- 32nds of inch remaining x Unit Price = Prorated adjustment dollars
- New Tire 32nds of inch of tread

Should any tire require an adjustment, the Contractor will be contacted. Arrangements will be coordinated with your staff for an on-site inspection to resolve any claims. No Contractor's employee is authorized to expand the scope of this warranty.

Use Additional Sheet If More Space is Required

Accepted: _____ Rejected: X Michael J. McGrane _____ See Addendum# _____

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 22 - Z. ASSIGNMENT

Request Description

Paragraph 4. Having concern for our leased inventory value, please replace paragraph to read: "The Rhode Island Public Transit Authority will neither assign nor transfer any interest in this contract without the prior written consent of the Contractor, which shall not be unreasonably withheld."

Use Additional Sheet If More Space is Required

Accepted: ___ Rejected: X Michael J. McGrane See Addendum# _____

Explanation:

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**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference 22 – aa. Certificates of Current Cost or Pricing
Data

Request Description

Please delete this section as it is not applicable to a competitive bid procurement.

Use Additional Sheet If More Space is Required

Accepted: ___ Rejected: X Michael J. McGrane See Addendum# _____

Explanation:

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 23 through 35
BB, Cargo Preference
CC, Buy America Act
DD, Equal Opportunity
EE, Nondiscrimination under Federal Grants
FF, Rights in Data and Copyrights-FTA
GG, Davis Beacon Act; 37
HH, Contract Work Hours and Safety Standards
II. Seismic Safety
JJ, Energy Conservation Requirements
KK, Clean Air
LL, Clean Water
MM, Recovered Materials
NN, Fly America Requirements
OO, National Intelligent Transportation Systems Architecture
Standards
PP. Federal Changes

Request Description

Please confirm that the above Sections are limited to Contractor's performance under this Contract, to the extent applicable, and the measures required are limited to the services performed under this Contract.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane Rejected: See Addendum#

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 25 – GG. David-Bacon Act

Request Description:

Please note that Section GG Davis Bacon Act, HH Contract Work Hours and Safety Standards Act and OO National Intelligent Transportation Systems Architecture do not apply to this type of contract and should be removed.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

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**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Page: 20

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 35 - PP. FEDERAL CHANGES

Request Description

Please add paragraph: "If laws, changes in vehicles, governmental regulations or other causes beyond Contractor's reasonable control, including additions or deletions made by Lessee, require any change in such materials, performance or methods which reduce the mileage available from the tires to be furnished hereunder or which increase Contractor's costs, Lessee agrees that the billing rate shall be adjusted after mutual agreement of both parties."

REASON: Contractor is responsible for complying with Federal, State, and Local laws, policies, and regulations and assumes known responsibilities at the time of proposal submittal, but believes that requiring any supplier to absorb additional taxes, excise or levies imposed after the inception of the contract to be unreasonable and outside the scope of an equitable contract.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 36 - TT. INDEMNIFICATION

Request Description

Because Contractor should be held responsible for its direct acts, omissions, or negligence only and not the negligent acts, commissions, or omissions on the part of RIPTA or its employees, agents or assigns who are responsible for proper tire maintenance, bus maintenance, and bus operation, please amend the language addressing liability for workmanship and materials and Contractor's sole negligence:

Proposer shall indemnify and hold harmless, the State of Rhode Island, all departments and divisions thereof an the Rhode Island Public Transit Authority from ~~all liability~~ all third party claims for bodily injury (including death) or tangible property damage and said indemnification shall cover and include any and all aspects of liability to the extent caused by the negligent acts, omissions, or willful misconduct of Bidder arising from any lawsuit pertaining to the execution of this contract; provided, however, that the Authority gives the Contractor/Bidder prompt written notice of any such third party claim or lawsuit for which indemnification is sought hereunder, cooperates in the defense thereof, and grants the Contractor/Bidder the right to defend, settle or alternatively dispose of such claim or lawsuit, including, without limitation, the right to select legal counsel.

Use Additional Sheet If More Space is Required

Accepted: ___ Rejected: X Michael J. McGrane _____ See Addendum# _____

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 37-38 – WW. Expense Reimbursement Professional Services
Contract

Request Description

Please omit this section in it entirety as it is not applicable to this tire lease contract.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 22

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Ref: RFP NO. 15-30
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To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 40 – V. Required Proposal Submission

Request Description

Contract is for lease of tires – not construction. Please omit “X” designation for “Non-Resident Contractor (if applicable).

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane Rejected: _____ See Addendum# _____

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 47 – XIV. Buy America Certificate...of Procurement of Buses

Request Description

Confirm bidders for this contract need only complete XIII. Buy America Certification for...Manufactured Products.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 48 – XV. Buy America Pre-Award and Post Delivery Audits

Request Description

Confirm bidders for this contract need only complete XIII. Buy America Certification for...Manufactured Products.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 62 – XVIII. PERFORMANCE AND PAYMENT BOND INFORMATION

Request Description

1. Bidder requests the Performance Bond amount be changed to read 100% of the first year of the contract.
2. Please confirm the performance bond shall be renewed annually and shall be provided for successful completion of all obligations.
3. Paragraph 3. Tire Lease contract has a 36-month runout period when tires are no longer supplied and unserviceable tires are removed, please omit "The Bond will remain in effect throughout the warranty period."

REASON: Performance bonds add cost to doing business and to have a bond cover the entire five year period is costly and unreasonable since the Contractor has a major investment in the contract with Contractor's leased tires on buses and in spare stock.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: A. 62 - XX. REQUIRED INSURANCE – A. Minimum limits

Request Description

Please amend to read:

1. Commercial comprehensive general liability insurance, with limits of \$2,000,000 ~~\$3,000,000.00~~ per accident and \$2,000,000 ~~\$5,000,000.00~~ aggregate.
1. Workers' Compensation Coverage in accordance with RI Statutory requirements.
2. The Rhode Island Public Transit Authority shall be named as additional insured under said Commercial comprehensive general liability and Automotive Liability policies.
3. Automotive Liability Insurance \$1,000,000.00 per accident and ~~\$3,000,000.00 aggregate:~~
 - ~~\$1,000,000.00 property damage~~

Use Additional Sheet If More Space is Required

Accepted: ___ Rejected: X Michael J. McGrane _____ See Addendum# _____

Explanation:

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**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Page: 28

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 63 - XX. REQUIRED INSURANCE - B. CERTIFICATE REQUIREMENTS

Request Description

1. Subparagraph 1. Second to last sentence. Please amend to read "This Certificate shall be kept in effect at all times as respects performance under this contract."
2. Subparagraph 2. Please amend text in its entirety to read: "A waiver of Subrogation in favor of RIPTA must apply to Workers' Compensation coverage."

Use Additional Sheet If More Space is Required

Accepted: ___ Rejected: X Michael J. McGrane ___ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 28

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
REQUEST FOR Proposals Number 15-30**

VI. REQUEST FOR APPROVED EQUAL FORM

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Page: 29

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 63 - XX. REQUIRED INSURANCE - C. Special Coverages

Request Description

Please omit the following for this tire lease contract:

- 1 Contractor must maintain Environmental Pollution coverage with limits no less than \$1,000,000 if contractors work includes the transport, delivery, storage, handling or disposal of any pollutants or other hazardous materials. This insurance is also required for all contracts involving any work on RIPTA's storage tanks, and fluid distribution systems
- 2 Installation Floater Insurance is required for all construction projects equal to the value of the project.
- 3 Professional Liability/Errors and Omission coverage shall be included in all Professional Services Contracts

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 29

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Page: 30

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 73 - XXX. DRUG AND ALCOHOL TESTING PROGRAM

Request Description

In order to sign XXX. DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT, please provide a copy of Rhode Island Public Transit Authority's Prohibited Drug Use and Alcohol Misuse Policy and Procedures.

RIPTA's Drug and Alcohol Policy are attached

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 30

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Page: 31

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 77- C. PRESENT LEASE

Request Description

Confirm RIPTA's understanding title to leased tires is not transferred unless paid for in full and current tires on fleet are the property of Goodyear whereby Goodyear is responsible for disposal under their mileage lease contract.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Page: 32

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 77 - D. SPACE PROVIDED

Request Description

1. Unnumbered paragraph 1. Confirm well-maintained tire maintenance equipment may be furnished to the facilities.
2. Please provide a fleet breakdown of Vehicle Type and quantity by location.

Item 1: Accepted

Item 2: 35 and 40 foot Busses are primarily serviced in the Chaffee Maintenance and Newport Facilities

Non-Revenue, Paratransit and Flex Vehicles are services primarily at 705 Elmwood Avenue. Vehicles are shifted from location to location on an ongoing basis

Use Additional Sheet If More Space is Required

Accepted: Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 32

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Page: 33

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: **77 – E. Movement of Tires from one Location to another**

Request Description

1. Does current supplier use one of the Transit's trucks to move tires to each facility, or is the supplier required to use a vehicle of their own?

2. If supplier needs their own, are we allowed secured parking on the transit's facility?

Item 1: Currently the Authority moves tires among the facilities in its truck. The Authority will no longer continue this practice

Item 2: The Authority will allow the Contractor to park its truck on our property, contingent upon executing a waiver of liability. It should be noted that this parking WILL NOT be inside

Use Additional Sheet If More Space is Required

Accepted: Michael J. McGrane

Rejected: See Addendum#

Explanation:

Bridgestone America Request for Approval Equals Page 33

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
REQUEST FOR Proposals Number 15-30**

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Page: 34

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 78 – G. Deliveries and Shipments

Request Description

1. Being a measure of performance, please add to the beginning of the paragraph:
"Tire deliveries will be within **Fifteen (15)** days of written tire order."

Accepted as amended

Use Additional Sheet If More Space is Required

Accepted: X Joseph Monti Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 34

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
REQUEST FOR Proposals Number 15-30**

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REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Page: 35

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page and Reference: 78 – H. Ownership of Tires and Equipment

Request Description

1. RIPTA requires tire shops with all necessary equipment in the following locations: Chaffee Maintenance Facility, Paratransit Maintenance Facility, & Newport Facility. Please clarify what tire equipment is needed at each of the (3) Maintenance Facilities. A list of what the current supplier has at each location would work, seeing that there is no prebid meeting or onsite visit scheduled before clarifications or RFP is due to verify equipment.

2. Is a regroover required for maintaining the runout of Goodyear tires? **No**

Item 1. It shall be the responsibility of the Contractor to provide sufficient equipment and supplies to properly service the tires in a timely manner.

Item 2: Regrooving is not pemitted

Use Additional Sheet If More Space is Required

Accepted: X Joseph Monti Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 35

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
REQUEST FOR Proposals Number 15-30**

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Page: 36

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 78 - **H. Ownership of Tires and Equipment**

Request Description

1. If spec is for (2) service people, why tire equipment at all three facilities? Are tire changes from and to wheels being performed at all (3) locations?

Yes Tire Service Staff will float among all three locations

2. What is the weekly work schedule by day for each tire shop?

Chafee Maintenance: 7:00 am to 11:00pm Monday through Friday

Newport: 7:00am to 11:00 pm six days a week Monday through Friday

705 Elmwood 7:00am to 3:00 pm six days a week Monday through Friday

3. Confirm RIPTA is performing all installation of tire/wheel assembly to buses.

RIPTA Staff will install the tires on the buses.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 36

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Page: 37

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 78 - I. RECORD KEEPING AND REPORTING REQUIREMENTS

Request Description

Paragraph 1. Vehicle Mileage

1. First sentence. For recordkeeping purposes, please confirm RIPTA's monthly mileage report will include an accurate fleet list, showing (a) active vehicles with ~~revenue and non-revenue miles, whether or not miles are operated,~~ (b) new vehicles put into service during the month, with the start service date and (c) vehicles removed from service during the month, with the date of removal from service.

2. Insert as second sentence: "If Authority changes tires, tire change information will be provided (i.e. date of change, bus number, wheel position, tire brand on/off)."

Item 1: Accepted as amended

Item 2: The Contractor will provide the necessary documents for RIPTA Staff to fill out when changing tires. The contractor will maintain the records.

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 37

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Page: 38

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 78 - I. RECORD KEEPING AND REPORTING REQUIREMENTS

Request Description

Paragraph 4. RIPTA Tire Record System

Please provide copy of Authority's electronic Tire Tracking System and/or information and format of data required.

The vendor shall provide a system meeting the requirements in the Scope of Work

Use Additional Sheet If More Space is Required

Accepted: ___ Rejected: X Joseph Monti _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 38

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Page: 39

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Paragraph 5. Electronic Inspection Reports

Please amend to read: "The Contractor shall have an ~~electronic~~ Fleet Inspection Reporting System which at a minimum shall contain the following information:

- Tire Air Pressure
- Tire Thread Depth
- Uneven Tire Wear conditions

This information shall be electronically transmitted to the Authority on a daily basis as the inspections are performed or provided via paper format.

Use Additional Sheet If More Space is Required

Accepted: _____ Rejected: X Joseph Monti _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 39

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Page: 40

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 79 - J. REMOVAL OF BUSES FROM SERVICE

Request Description

A formula is required for determining the value of a tire. Please amend to read:

“When RIPTA decides to dispose of a certain portion of its fleet, notice will be given to the lessor of this decision. Tires on the buses to be disposed of will either be sold with the buses or removed by the lessee and retained for future use. If the tires are sold with the coaches, the lessor will be reimbursed by RIPTA for the remaining mileage of each tire according to the tire billing rate then in effect. Remaining mileage will be prorated by determining the percentage of useable tread depth reading multiplied by the following cost per 32nd and an agreement of both the Mechanical Foreman on duty and the lessor’s service person, or by calculating the average annual tire mileage less the accumulated mileage on the tire.

CONTRACTOR’S CONTRACT FIXED COST PER 32 ND OF AVAILABLE RUBBER		
LIST EACH TIRE SIZE	ORIGINAL COST/32 ND	USEABLE 32NDS

Example: Original tire is 50% worn or 13/32nds remaining

Use Additional Sheet If More Space is Required

Accepted: X Joseph Monti Rejected: _____ See Addendum# _____

Explanation:

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Page: 41

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 79 - J. REMOVAL OF BUSES FROM SERVICE

Request Description

Due to the number of tire sizes that change during the course of a contract, please add: "Any tires remaining in inventory after the sale or disposition of a bus that cannot be used on other vehicles in the future will be purchased by RIPTA."

Use Additional Sheet If More Space is Required

Accepted: ___ Rejected: X Joseph Monti ___ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 41

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 79 - K. LOSS AND ABUSE OF TIRES

Request Description

Please amend sentence to read: "The remaining mileage will be prorated by determining the percentage of useable tread depth reading multiplied by the following cost per 32nd and an agreement of both the Mechanical Foreman on duty and the lessor's service person, or by calculating the average annual tire mileage less the accumulated mileage on the tire."

Use Additional Sheet If More Space is Required

Accepted: X Joseph Monti Rejected: See Addendum#

Explanation:

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Page: 43

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 79 - N. SCRAP TIRE DISPOSITION

Request Description

1. Paragraph 1. Line 2. Please insert "lessor's" prior to "scrap tires".
2. Paragraph 2. Please confirm in order to dispose of any tire that is not one of our lease tires, we need the Transit's consent and a sign off on the pick up.

Item 1: Rejected

Item 2: Accepted

Use Additional Sheet If More Space is Required

Accepted: _____ Michael J. McGrane Rejected: _____ See
Addendum# _____

Explanation:

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Page: 44

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 80 – O. THIRTY-SIX (36) MONTH RUN-OUT OPTION

Request Description

1. Second sentence. Please add standard language: "RIPTA shall continually use such tires, insofar as practicable on its highest-mileage runs, until they are rendered permanently unfit for service. No additional tires, service, supplies, or equipment are to be furnished by supplier during such extension unless requested by the Operator and agreed to by supplier.

2. Last sentence. Please add standard language: "Operator will acquire each such used tire as is, and supplier makes no warranties as to the condition or fitness for continued use of such tires.

3. Add a paragraph: "In lieu of the above run-out option, RIPTA will purchase any mileage remaining thereon at the rental rate in effect immediately preceding the expiration date in the manner set forth in paragraphs J and K above."

Use Additional Sheet If More Space is Required

Accepted: ___ Rejected: __X: Joseph Monti ___ See Addendum# _____

Explanation:

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Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 80 – P. NORMAL DAMAGED TIRES

Request Description

Being a cost issue when damage to a tire is included in the rate, please add -- "RIPTA agrees to maintain buses' suspension and steering in accordance with bus manufacturers' alignment specifications and keep brakes properly adjusted."

Use Additional Sheet If More Space is Required

Accepted: ___ Rejected: X Joseph Monti See Addendum# _____

Explanation:

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Page: 46

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 81 - W. PAYMENT

Request Description

Because monthly miles are not invoiced until the month after operation, the Contractor has already delayed invoicing for 30 days. Please replace "sixty (60) days" with "thirty (30) days."

Use Additional Sheet If More Space is Required

Accepted: ___ Rejected: X Michael J. McGrane ___ See Addendum# _____

Explanation:

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Page: 47

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 83 - XXXVII. Purchase of additional vehicle not listed

Request Description

Please add: "Vehicles purchased by RIPTA during the term of this Agreement will be obtained from the manufacturer, or other seller without tires and RIPTA will notify Contractor sixty (60) days in advance of date required so that Contractor may specify and furnish to the manufacturer's continental North American facility or port of demarcation the size and type of tires to be placed on the vehicles. Any tires lost, stolen, or damaged while in the possession of the vehicle manufacturer, or other seller, or while the vehicle is being delivered to RIPTA, shall be paid for by RIPTA on the basis set forth in the Contract. If any such vehicles equipped with tires furnished by Contractor shall be driven overland instead of being shipped, RIPTA shall pay Contractor for use of such tires at the billing rate per tire mile then in effect within thirty (30) days after receipt of invoice."

Use Additional Sheet If More Space is Required

Accepted: _____ Rejected: X Joseph Monti _____ See Addendum# _____

Explanation:

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Page: 48

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 84 - XXXIX. TIRE TYPES

Request Description

A. Revenue Vehicles.

1. Please review attached specifications as approved equal for the B315/85R22.5 and accept the 315/80R22.5, load range J/18 ply, transit mileage tires, which meet the GVAW for steer and drive positions. This is a transition year for our transit mileage tire. Our tire meets the Tire & Rim Association standards; OE vehicle manufacturer's requirements; operating conditions for the application -- as demonstrated by continued use at other properties across the and will perform comparably to our competitor's tire.
2. Please update Revenue vehicles to include B75-70-22.5 tire (believe this should be 275/70R22.5) listed on page 86 Pricing Proposal.

Item 2, will be deleted from the Scope of Work.

Use Additional Sheet If More Space is Required

Accepted: X Joseph Monti Rejected: See Addendum#

Explanation:

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Page: 49

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 85 - XXXIX. TIRE TYPES

Request Description

B. Non-Revenue Vehicles

1. For the 2014, Ford C-Max, please complete the tire size "P225/___R17".
P225/50R17 93V
2. For the 2014, Ford C-Max, please complete the:
 - Load range
 - GVAW Steer
 - GVAW DriveThis information is not available to the Authority
3. For the 2016, Ford Explorers, please provide the "quantity" of vehicles. **Four**

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

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Page: 50

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 86 – XL. Pricing Proposal

Request Description

1. Please confirm if pricing is required for B75-70-22.5 (believed to be B275/70R22.5). **DELETE**

2. Please confirm bidders may add billing rate lines for:
 - o P225/___17 (2014 Ford C-Max)
 - o 245/75R17

Please refer to revised billing rate sheet

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

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Page: 51

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 86 -BILL RATES PER TIRE MILE

Request Description

Please confirm bidders may add the Monthly Service Rate for each year of the five (5) contract years.

REASON: Service is specified as a separate rate since service is not provided by the "run-out" supplier. It is supplied by the new supplier for both the run-out tires and new supplier's tires.

There is a place on the Price Submittal Form for Monthly Service Rate

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 51

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
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Page: 52

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: 86 – Billing Rates

Request Description

1. Please provide the run out tire rate for each tire size. **The Authority does not have that information**
2. Please provide the current 12 month tire performance average by tire size. **The Authority does not have that information**
3. Please provide the current monthly tire service charge. **\$13,760**

Use Additional Sheet If More Space is Required

Accepted: X Michael J. McGrane

Rejected: _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 52

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Page: 53

Ref: RFP NO. 15-30
Project No. R190X063

To: Rhode island Public Transit Authority

From: Bridgestone Americas Tire Operations, LLC

Page & Reference: New Subsection

Request Description

Please include the following new term and condition to the Contract, waiving consequential damages:

Notwithstanding any other provision of this Agreement, in no event shall Contractor, its parent, subsidiary or affiliated entities, or subcontractors be liable for any loss of actual or anticipated profits, loss of anticipated business, cost of substitute products or services, downtime costs or delay claims (whether direct or indirect) nor for any other special, indirect, incidental or consequential damages arising out of or relating to this Agreement or the provision of products and services, whether based in warranty, contract, tort, negligence, strict liability or otherwise.

Use Additional Sheet If More Space is Required

Accepted: _____ Rejected: X Michael J. McGrane _____ See Addendum# _____

Explanation:

Bridgestone America Request for Approval Equals Page 53

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: General Clarification

Request Description

Please confirm the start date of the resulting contract.

The Authority intends to commence the new contract on or around April 1, 2016.

Michael J. McGrane

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: General Clarification

Request Description

Please confirm the resulting contract will be mutually negotiated and agreed.

The contract will be negotiated in accordance with the terms of the RFP Scope of Work. It is the intent of the Authority to execute a contract in accordance with the RFP.

Michael J. McGrane

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: General Clarification

Request Description

Please confirm proposals will be rejected or accepted as a whole and not in part.

The Authority reserves the right to request Best and Final Offers at its sole discretion

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: General Clarification

Request Description

Throughout the entire specification, please confirm references to laws, codes, requirements, and/or regulations pertain to applicable laws, applicable codes, applicable requirements, and/or applicable regulations, as the case may be.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: General Clarification

Request Description

Please confirm all access to documents and information hereunder will be reasonable access. RIPTA will use reasonable efforts to preserve the confidentiality of documents and information submitted hereunder to the extent permitted by applicable law.

The Authority will comply with applicable Federal and State Public Records acts.

Michael J. McGrane

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: General Clarification

Request Description

Please incorporate the attached standard riders into the contract documents.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 7 and 8. IV. Instructions for Proposers. T. Single Proposal

Request Description

Please confirm your understanding that manufacturer's cost to produce is proprietary and not subject to disclosure. In the event of a single proposer, proposer can assist RIPTA in a comparison of pricing and billing terms relative to similar transit systems in similar geography. This is a competitive price procurement and not a procurement for a cost plus contract.

The Authority will require cost data in the event of a single proposal response to insure compliance with Applicable Federal Transit Administration requirements

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 8. IV. Instructions for Proposers.

W. Disadvantaged Business Enterprise

Request Description

Please confirm this section is not applicable to this procurement since *XXXIII. General Conditions, EE. Use of Subcontractors* does not permit the use of subcontractors.

Confirmed: Michael J. McGrane

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 11. IV. Instructions for Proposers.

JJ. Energy Conservation Requirements

Request Description

Please modify as follows:

The Contractor agrees to comply with applicable mandatory standards and policies relating to energy efficiency, which are contained in the State of Rhode Island Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 11 and 12. IV. Instructions for Proposers.

KK. Program Fraud

Request Description

Please modify the first paragraph as follows:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S. C. § §3801 et. seq. and U. S. Department of Transportation regulations. "Program Fraud Civil Remedies" 49 C.F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy in all material respects of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it knowingly makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the available penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

Michael J. McGrane

Accepted: _____ **Rejected:** X **See Addendum #** _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 12. IV. Instructions for Proposers.

KK. Program Fraud

Request Description

Please modify the second paragraph as follows:

The Contractor also acknowledges that if it knowingly makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the available penalties of 18 U.S.C. § 5307 (n) (1) on the Contractor, to the extend the Federal Government deems appropriate.

Michael J. McGrane

Accepted: _____ **Rejected:** X **See Addendum #** _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 13. V. General Provisions.

B. Changes

Request Description

Please modify the first paragraph as follows:

The Contracting Officer may at any time, by a written order and with mutual consent of the Contractor, ~~and without notice to the sureties~~, make changes within the general scope of this Contract. If any such changes causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by the order, the Contracting officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 13. V. General Provisions.

B. Changes

Request Description

Please modify the second paragraph as follows:

The Contractor must assert its right to an adjustment under this article within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes article. ~~However, nothing in this article shall excuse the Contractor from proceeding with the contract as changed.~~

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 13. V. General Provisions.

D. Inspection

Request Description

Please modify the first paragraph as follows:

All supplies, which term throughout this article includes without limitation raw materials, components, intermediate assemblies, and end products, shall be subject to inspection and test by the Authority, to the extent practicable at all times and places ~~including the period of manufacture, and in any event prior to acceptance.~~

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 14. V. General Provisions.

D. Inspection

Request Description

Please modify the third paragraph as follows:

All inspections and test by the Authority shall be performed in such a manner as not to unduly delay this work. ~~The Authority reserves the right to charge to the Contractor any additional cost of Authority inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection.~~ Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Authority therefore. The inspection and test by the Authority of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regard latent defects, fraud, or such gross mistakes as amount to fraud. ~~The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Authority during the performance of this Contract and for such longer period as may be specified elsewhere in this Contract.~~

REASON: Tire manufacturing is a highly regulated industry with standard and required testing and reporting specified by the Department of Transportation (DOT), Federal Motor Vehicle Safety Standards (FMVSS), and the National Highway Traffic Safety Administration (NHTSA). These established systems should prevail.

Michael J. McGrane

Accepted: _____ **Rejected:** X **See Addendum #** _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 14. V. General Provisions.

F. Title and Risk of Loss

Request Description

Please modify the first paragraph as follows:

Unless this Contract specifically provides for earlier or later passage of title, title to supplies covered by this Contract shall pass to the Authority upon formal acceptance. Unless this Contract specifically provides otherwise, risk of loss of or damage to supplies covered by this Contract shall remain with the Contractor, until acceptance by the Authority.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 14. V. General Provisions.

G. Payments

Request Description

Please modify as follows:

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as specified. The failure to perform may result in partial or full suspension of payment and/or process payment. The Authority's payment terms are thirty (30) days ~~60 days~~ after approval of an invoice unless otherwise negotiated.

REASON: Tire leasing is billed a month in arrears. For example, for miles generated by vehicles in July, RIPTA provides vehicle miles in August. These miles are processed in August by the Lessor and invoiced towards the end of August with at least thirty (30) day payment due (in this example, October 10th would be the due date). There is over 60 day payment terms already in the process with a thirty (30) day after invoice receipt payment requirement.

Michael J. McGrane

Accepted: _____ **Rejected:** X **See Addendum #** _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 15. V. General Provisions.

J. Default

Request Description

Please modify paragraph 2 as follows:

Default without the fault or negligence of the Contractor. Such causes may include, but are not limited to ~~restricted to~~, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the Authority in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or lock-outs, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

Michael J. McGrane

Accepted: _____ **Rejected:** X _____ **See Addendum #** _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 15 and 16. V. General Provisions.

J. Default

Request Description

Please remove paragraph 3.

~~If the Contractor fails to deliver the supplies or satisfactorily perform the services within the time specified in this Contract, or any extension thereof, the actual damage to the Authority for the delay will be difficult or impossible to determine. Therefore in lieu of actual damages, the Contractor shall pay to the Authority as fixed, agreed and liquidated damages for each calendar day of delay, the amount set forth elsewhere in this Contract. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, and in such event, subject to this DISPUTES article, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.~~

REASON: An amount of liquidated damages is never defined in the specification.

Liquidated damages will be assessed at the rate of \$150 per day

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 16 and 17. V. General Provisions.

K. Termination for Convenience of the Authority

Request Description

Please modify the last paragraph as follows:

~~Prices~~ Costs claimed, agreed to, or determined pursuant to this paragraph shall be in accordance with the applicable with the applicable contract cost principles and procedures of the Federal Acquisition Regulations (48 CFR 31.1) in effect on the date of this Contract. The Contractor shall have the right to appeal, under the DISPUTES article of this Contract from any determination made by the Contracting Officer, except that, if the Contractor has failed to submit his claim within the time provided above and has failed to request extension of such time, he shall have no such right of appeal. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Authority for review and examination at all reasonable times at the office of the Contractor but without direct charge to the Authority, all applicable ~~his~~ books, records, documents, and other evidence bearing on the pricing and invoicing ~~costs and expenses~~ of the Contractor under this Contract and relating to the work terminated hereunder, ~~or, to the extent approved by the Contracting Officer,~~ photographs, micro photographs, or other authentic reproductions thereof.

REASON: Manufacturer's cost to produce is proprietary and not subject to disclosure. Audit provisions should be limited to price and invoicing to audit accurate billing. This is a competitive price procurement and not a procurement for a cost plus contract.

Michael J. McGrane

Accepted: _____ **Rejected:** X **See Addendum #** _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 17. V. General Provisions.

M. Walsh-Healey Public Contracts Act

Request Description

Please confirm this article is not applicable to this procurement. The Walsh Healey Act does not apply to commercial items. Additionally, the Contract Work Hours and Safety Standards Act would apply to this procurement and covers similar items.

Michael J. McGrane

Accepted: **Rejected:** X **See Addendum #**

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 17. V. General Provisions.

P. Notice to the Authority of Labor Disputes

Request Description

Please modify as follows:

Whenever the Contractor has knowledge that any ~~or potential~~ labor disputes is delaying or ~~threatens to delay~~ the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer. The Contractor agrees to insert the substance of this clause, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or ~~threatened by delay~~ by any actual ~~or potential~~ labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 17. V. General Provisions.

Q. Patent Indemnity

Request Description

Please remove paragraph 2.

~~In addition, if specifically requested by the Contracting Officer prior to execution of the Contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.~~

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 19. V. General Provisions.

S. Rights in Technical Data

Request Description

Please modify paragraph 5.a as follows:

The Contractor agrees to, with prior written notification and approval, allow the Authority to publish, translate, reproduce, deliver, perform, and dispose of, technical data covered by copyright in the scope and performance of this Contract and provided by Contractor at no additional cost to the Authority and does hereby grant to the Authority, and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all technical data now or hereafter covered by copyright.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 20. V. General Provisions.

Y. Correction of Deficiencies

Request Description

Please modify paragraph 1.a as follows:

Deficiency means any condition or characteristics in any supplies (~~which term shall include related technical data~~) or services furnished hereunder, which is not in compliance with the requirements of this Contract.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 20. V. General Provisions.

Y. Correction of Deficiencies

Request Description

Please modify paragraph 2.b as follows:

The Contractor shall not be responsible under this article for the correction of deficiencies caused by the Authority. There shall be an extension of time pursuant to J. Default to cure deficiencies caused by the Contractor ~~These shall be no extension in time for performance;~~ no increase in contract price for the correction of deficiencies that are the responsibility of the Contractor, his suppliers, and/or subcontractors.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 21. V. General Provisions.

Y. Correction of Deficiencies

Request Description

Please modify paragraph 6 as follows:

In no event shall the Authority be responsible for extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct deficiencies. ~~Any nor shall there be any adjustment of delivery schedule or period of performance as a result of corrections of deficiencies shall be pursuant to J. Default,~~ except as may be agreed to by the Authority in a supplemental agreement with adequate consideration.

Michael J. McGrane

Accepted: _____ **Rejected:** X **See Addendum #** _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 21 and 22. V. General Provisions.

Y. Correction of Deficiencies

Request Description

Please modify paragraph 8 as follows:

If the Contractor fails or refuses to promptly rectify the deficiency the Contracting Officer shall give the Contractor written notice specifying the failure or refusal and setting a period after receipt of the notice within which it must be cured. If the failure or refusal is not cured within the specified period, the Contracting Officer may, by contract or otherwise, as required:

- a. Obtain detailed recommendations for corrective action;
- b. Correct the supplies or services, or
- c. ~~Replace the supplies or services; and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Authority is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of case and disposition, as well as for excess costs incurred or to be incurred; and~~
- d. Obtain applicable data and reports; and charge to the Contractor the cost occasioned the Authority thereby.
- e. ~~Impose Liquidated Damages in accordance the terms of this document~~
- f. ~~Terminate the contract. Termination of contract by RIPTA does not relieve the contractor of any liquidated damages imposed by the Authority.~~

REASON: As title to leased tires is with Contractor, disposal of nonconforming supplies by the Authority should not occur. Liquidated Damage amounts are not defined in the specification.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 22. V. General Provisions.

AA. Certificates of Current Cost or Pricing Data

Request Description

Please remove this clause as not applicable. Commercial items will be submitted under FAR 2.101 and are therefore exempt from providing cost or pricing data under FAR Part 15.

~~The Contractor shall provide a Certificate of Current Cost or Pricing Data as required in Subpart 15.804 of the Federal Acquisition Regulations (48 CFR 15.804) in support of any negotiated contract expected to exceed \$100,000 any modification to a formally advertised or negotiated contract on which the aggregate of the increase and decrease in cost are expected to exceed \$100,000; the Contracting Officer at his discretion may request cost or pricing data for modifications on which cost are \$100,000 or less and an attendant certificate of current cost or pricing data.~~

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 24 and 25. V. General Provisions.

FF. Rights in Data and Copyrights-FTA (June 1996)

Request Description

Please remove this section as not applicable to this procurement. Commercial products already available in the market place are specified. There is no FTA funding for planning, research, development, or a development project for this procurement.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 25 through 32. V. General Provisions.

GG. Davis-Bacon Act

Request Description

Please confirm this section is not applicable to this procurement since it is not for a construction contract and it is not checked on page 40.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 34. V. General Provisions.

II. Seismic Safety Requirements

Request Description

Please confirm this clause is not applicable to this procurement since it is not for a construction contract.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 34. V. General Provisions.

JJ. Energy Conservation Requirements

Request Description

Please modify as follows:

The contractor agrees to comply with applicable mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 34 and 35. V. General Provisions.

KK. Clean Air

Request Description

Please modify the first paragraph as follows:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et Seq . The Contractor agrees to report each violation as required under any law or regulation ~~to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.~~

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 35. V. General Provisions.

LL. Clean Water

Request Description

Please modify the first paragraph as follows:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et Seq . The Contractor agrees to report each violation as required under any law or regulation ~~to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.~~

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 35. V. General Provisions.

MM. Recovered Materials

Request Description

Because tires are included in the RCRA, this article has a level of applicability. However, to achieve the goal of procuring at the highest level of recycled content in products, retreads or recapped tires need to be utilized in the performance of this contract. Since retreads or recapped tires cannot be utilized per XXXIV. Tires Furnished, please confirm this is not applicable to this procurement.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 35. V. General Provisions.

OO. National Intelligent Transportation Systems Architecture

Request Description

Please confirm this clause is not applicable to this procurement as it is for leased tires and services. No IT or other software is being provided in this procurement.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 36. V. General Provisions.

RR. Force Majeure

Request Description

Please modify the first paragraph as follows:

Neither Party shall be liable to the other Party for failure of or delay in performance of any obligation under this Agreement, directly or indirectly, owing to war, acts of terrorism, acts of God, embargoes, riots, strike and other events beyond its reasonable control, ~~the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.~~ In the event that such failure or delay occurs, the affected Party shall notify the other Party of the occurrence thereof as soon as possible and the Parties shall discuss the best way to resolve the event of force majeure.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 36. V. General Provisions.

RR. Force Majeure

Request Description

Please modify the second paragraph as follows:

~~Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.~~

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 36. V. General Provisions.

TT. Indemnification

Request Description

Please modify as follows:

Proposers shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from all liability, and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract, to the extent arising out of Proposer's negligence or willful misconduct.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 38. V. General Provisions.

ZZ. Litigation

Request Description

Please remove this article.

As a tire manufacturer with the majority of our business in operation on consumer vehicles, litigation can be significant over a ten year period.

In lieu of removal, please confirm “same or similar services” is limited to tire leasing to government entities in the service of transit systems and/or transit system operation.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 47. XIV. Buy America Certification Requirements II of Procurement of Buses, other rolling stock and associated equipment

Request Description

Please confirm this certification is not applicable to this procurement since leased tires are considered manufactured goods and not rolling stock in terms of Buy America.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 48. XV. Buy America Pre-Award and Post-Delivery Audits

Request Description

Please confirm this section is not applicable to this procurement since leased tires are considered manufactured goods and not rolling stock in terms of Buy America. This would apply to items like new buses.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 49 through 54. XVI. Disadvantaged Business Enterprises Program

Request Description

Please confirm this section is not applicable to this procurement since *XXXIII. General Conditions, EE. Use of Subcontractors* does not permit the use of subcontractors.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 55 through 61. XVII. Disadvantaged Business Enterprise Required Forms

Request Description

Please confirm all forms in this section are not applicable to this procurement since *XXXIII. General Conditions, EE. Use of Subcontractors* does not permit the use of subcontractors.

Accepted: _____ **Rejected:** _____ **See Addendum #** _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 62. XVIII. Performance and Payment Bond Information

Request Description

Please confirm that the performance bond can be for a period of one year with annual renewal for the term of the contract.

REASON: Surety companies have made annual renewal a standard for performance bonds.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 62. XVIII. Performance and Payment Bond Information

Request Description

Please confirm that the surety's form of performance bond may be used. A sample is attached.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 62. XIX. Proposal Guarantee (Surety)

Request Description

Please confirm this is not applicable to this procurement as it is not checked on page 40.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 62. XX. Required Insurance

Request Description

Please modify the first sentence as follows:

The Bidder will be required to self-insure or secure and maintain the following insurance coverages:

The Authority reserves the right at its sole discretion to negotiate the issue of self insurance with the successful vendor. The final decision regarding self insurance will be contingent upon approval of the Authority's legal counsel.

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 63. XX. Required Insurance

B. Certificate Requirements

Request Description

Please remove paragraph 2.

~~A Waiver of Subrogation in favor of RIPTA must apply to the General Liability,
Employers Liability, and Excess Liability / Umbrella policies.~~

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 63. **XX.** Required Insurance

B. Certificate Requirements

Request Description

Please modify paragraph 3 as follows:

Automobile Liability must cover any owned ~~owed~~, rented, hired or borrowed vehicles.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 63. **XX.** Required Insurance

B. Certificate Requirements

Request Description

Please modify paragraph 4 as follows:

The Excess or Umbrella coverage must provide the required Liability limit over the General Liability, Automobile Liability, Employers Liability-s, and Professional Liability and ~~Environmental Liability~~ policies (if required).

Michael J. McGrane

Accepted: _____ **Rejected:** X **See Addendum #** _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 63. XX. Required Insurance

B. Certificate Requirements

Request Description

Please modify paragraph 6 as follows:

Notice of cancellation shall be provided according to policy provisions. All certificates of insurance must indicate the carrier policy cancellation terms.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 63. **XX.** Required Insurance

C. Special Coverages

Request Description

Please remove paragraph 1 as not applicable to this procurement.

~~Contractor must maintain Environmental Pollution coverage with limits no less than \$1,000,000 if contractors work includes the transport, delivery, storage, handling or disposal of any pollutants or other hazardous materials. This insurance is also required for all contracts involving any work on RIPTA's storage tanks, and fluid distribution systems~~

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 63. XX. Required Insurance

C. Special Coverages

Request Description

Please remove paragraph 2 as not applicable to this procurement.

~~Installation Floater Insurance is required for all construction projects equal to the value of the project.~~

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 63. **XX.** Required Insurance

C. Special Coverages

Request Description

Please remove paragraph 3 as not applicable to this procurement.

~~Professional Liability/Errors and Omission coverage shall be included in all Professional Services Contracts~~

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 68. XXVIII. Notice of Prospective Subcontractors of Requirement for Certification of Nonsegregated Facilities

Request Description

Please confirm this certification is not applicable to this procurement since *XXXIII. General Conditions, EE. Use of Subcontractors* does not permit the use of subcontractors.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 69. XXV. Davis Bacon Act Compliance

Request Description

Please confirm this certification is not applicable to this procurement since it is not for a construction contract and it is not checked on page 40.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 71. XXVIII. Certification of a Subcontractor Form

Request Description

Please confirm this certification is not applicable to this procurement since *XXXIII. General Conditions, EE. Use of Subcontractors* does not permit the use of subcontractors.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 73. XXX. Drug and Alcohol Testing Program

Request Description

Please confirm your understanding that 49 CFR Parts 653 and 654 were abolished with the release of 49 CFR Part 655 which became effective on August 1, 2001.

Correct: Maureen Ruzzano

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 73. XXX. Drug and Alcohol Testing Program

Request Description

Please confirm your understanding Contractor's employees will participate in Contractor's Drug and Alcohol Program which is in compliance with DOT and FTA regulations.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 79. XXXIII. General Conditions

J. Removal of Buses from Service

Request Description

Please modify as follows:

When RIPTA decides to dispose of or remove from service, a certain portion of its fleet, notice will be given to the lessor of this decision. Tires on the buses to be disposed of or removed from service, will either be sold with the buses or removed by the lessee and retained for future use. If the tires are sold with the coaches or purchased by RIPTA, the lessor will be reimbursed by RIPTA for the remaining mileage of each tire according to the tire billing rate then in effect. Remaining mileage will be determined by the tread depth reading and an agreement of both the Mechanical Foreman on duty and the lessor's service person, or by calculating the average annual tire mileage less the accumulated mileage on the tire.

Michael J. McGrane

Accepted: _____ **Rejected:** X **See Addendum #** _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 79. XXXIII. General Conditions
N. Scrap Tire Disposition

Request Description

Please modify the first paragraph as follows:

The lessor shall assume all liability and responsibility for the use and disposition of scrap tires (tires permanently unfit for further service) under this contract. To preclude fire and safety hazard, at no time during the contract shall the lessor's scrap tire inventory on RIPTA's premises exceed **50** tires. This may be waived with the permission of the Authority when vehicles are being staged for disposal.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 80. XXXIII. General Conditions

O. Thirty-six (36) Month Run-Out Option

Request Description

Please modify as follows:

RIPTA retains the option, in the event of a change in supplier and upon 30 days advance written notice prior to the expiration date of this contract, to continue using (“run-out”) all tires on RIPTA buses at the rates in effect just prior to contract expiration until permanently removed from service, for a period of up to thirty-six (36) months following final contract expiration. Lessor shall be relieved of any requirement to furnish RIPTA with tires, repair material, equipment, or tire service during said thirty-six (36) month period. At the end of said run-out period, RIPTA will pay for the remaining mileage of any tires left in service in the manner set forth in paragraphs J and K above, and will take title to these tires at that time. Title to all tires shall remain with Lessor until all such statements and billings have been paid in full, at which time RIPTA will acquire each such remaining used tire “as-is”, and Lessor makes no warranties as to the condition or fitness for continued use of such tires.

Michael J. McGrane

Accepted: _____ **Rejected:** X **See Addendum #** _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 80. XXXIII. General Conditions

T. Acceptance

Request Description

Please confirm that RIPTA would not deem a submission nonresponsive if the following occurred: If RIPTA elects to defer responding to any request (raised by a potential participant in the procurement during the approved equal and clarification period) to a post submission negotiation period and the participant conditions their submission to the mutual agreement of that issue deferred.

Michael J. McGrane

Accepted: _____ **Rejected:** X **See Addendum #** _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. R190x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 81. XXXIII. General Conditions

W. Payment

Request Description

Please modify as follows:

RIPTA will pay to the Lessor, the lease payment and service charges due under the contract thirty (30) sixty (60) days after invoice receipt.

REASON: Tire leasing is billed a month in arrears. For example, for miles generated by vehicles in July, RIPTA provides vehicle miles in August. These miles are processed in August by the Lessor and invoiced towards the end of August with at least thirty (30) day payment due (in this example, October 10th would be the due date). There is over 60 day payment terms already in the process with a thirty (30) day after invoice receipt payment requirement.

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 81. XXXIII. General Conditions

CC. Delays in Delivery of Service

Request Description

Please modify as follows:

If the service under this contract should be unavoidably delayed, the vendor shall notify the Rhode Island Public Transit Authority as soon as the Vendor has, or should have, knowledge that an event has occurred which will delay the delivery of services and/or materials. ~~A delay is unavoidable only if the delay was an Act of God.~~

Michael J. McGrane

Accepted: _____ Rejected: X See Addendum # _____

Explanation: _____

**RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number 15-30**

REQUEST FOR APPROVED EQUAL QUALIFICATION OR CLARIFICATION

Ref: RFP NO. 15-30

Project No. RI90x063

To: Rhode Island Public Transit Authority

From: The Goodyear Tire & Rubber Company

Page & Reference: Page 82. XXXIII. General Conditions
GG. Scrap Tire Program

Request Description

Scrap tires or no value tires are tires that are at or below DOT minimum tread depth. These tires can only be used in the event a vehicle is not being driven on public roads and is being driven without passengers. Because of the increased risk in the use of such tires, execution of our No Value Tire agreement or incorporation of language into the contract documents is required for the use of such tires. A sample of said agreement has been attached.

Michael J. McGrane

Accepted: X Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

**This form must be submitted electronically IN MICROSOFT WORD
FORMAT TO RIPTA CONTRACTS MANAGER**

REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 6

Ref: RFP NO. 15-30

Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 6 Sales Tax Exemption

Request Description

Will RIPTA provide tax exemption certificates upon request by the successful bidder?

Yes

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

**This form must be submitted electronically IN MICROSOFT WORD
FORMAT TO RIPTA CONTRACTS MANAGER**

REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 9

Ref: RFP NO. 15-30
Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 9 Contract Commencement

Request Description

Please confirm the proposed start date for the contract, and that the awarded offeror will be given at least 30 days notice before contract start.

Confirmed Michael J. McGrane

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

**This form must be submitted electronically IN MICROSOFT WORD
FORMAT TO RIPTA CONTRACTS MANAGER**

REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 15

Ref: RFP NO. 15-30
Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 15 Default

Request Description

Please add to the causes under paragraph 2 the following: "terrorist attack civil disturbance, strikes and/or labor disputes, war, court order, ~~lack of or inability to obtain raw materials.~~"

Accepted as amended Michael J. M^cGrane

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

**This form must be submitted electronically IN MICROSOFT WORD
FORMAT TO RIPTA CONTRACTS MANAGER**

REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 16

Ref: RFP NO. 15-30
Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 16 Termination for Convenience of the Authority

Request Description

Please consider making the termination for convenience a mutual agreement and allow the contractor to terminate for convenience as well.

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: X Michael J. McGrane See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

**This form must be submitted electronically IN MICROSOFT WORD
FORMAT TO RIPTA CONTRACTS MANAGER**

REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 17

Ref: RFP NO. 15-30
Project No. _____

To: **Rhode Island Public Transit Authority**

From: Michelin North America, Inc.

Page & Reference: Page 17 Patent Indemnity

Request Description

Please change this language to read "Contractor will indemnify and hold harmless Authority, its successors and assigns (Indemnitees") against any judgment and/or settlement that results from any claim, action or suit brought by a third party who alleges infringement of its patents, trademarks copyrights or other corresponding rights by reason of the sale or use of the products subject to this Contract, and Contractor will at its expense be solely responsible for defending and defend Indemnitees against all such claims, actions and suits. If the products are subject to an injunction, Contractor will at its expense choose either to obtain for Indemnitees the right to continue to use the products or to replace or modify the products to make them non-infringing while still having at least equivalent capability or to refund the cost of the product less reasonable usage. Contractor's entire liability and Authority's exclusive and sole remedy with respect to any such claims, actions or suits is limited to those enumerated in this paragraph and any and all other remedies are explicitly excluded including, but not limited to, consequential damages, special damages and business interruption expenses."

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: X Michael J. McGrane See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 15-30

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 18

Ref: RFP NO. 15-30
Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 18 Rights in Technical Data

Request Description

Please consider the following regarding Technical Data: "Contractor is providing an off-the-shelf commercial product. Any and all intellectual property rights concerning the Contractor's products and processes shall remain with the Contractor and shall not be transferred by license, permit or any other means. Furthermore, the Contractor is not required to provide any technical data under this Contract."

Use Additional Sheet If More Space Is Required

Accepted: X Michael J. McGrane Rejected: See Addendum #

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 22

Ref: RFP NO. 15-30
Project No. _____

To: **Rhode Island Public Transit Authority**

From: Michelin North America, Inc.

Page & Reference: Page 22 Assignment

Request Description

Please consider adding the following language or change: "Under this Contract, Contractor must have this Contract and any right hereunder or interest herein be assigned at any time by Contractor to its affiliates. Moreover, Contractor may assign any rights to receive payment to a third party."

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: X Michael J. McGrane See Addendum #_

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 22

Ref: RFP NO. 15-30
Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 22 Certificates of Current Cost or Pricing Data

Request Description

Contractor is providing a commercial off-the-shelf product only and will not provide any cost and pricing data. It is requested that this Section be deleted in its total.

Use Additional Sheet If More Space Is Required

Accepted: Rejected: Michael J. McGrane See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 36

Ref: RFP NO. 15-30
Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 36 - Force Majeure

Request Description

Please add the following language: "terrorist attack civil disturbance, strikes and/or labor disputes, war, court order, ~~lack of or inability to obtain raw materials.~~"

Accepted as amended Michael J. McGrane

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 36

Ref: RFP NO. 15-30
Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 36 - Indemnification

Request Description

Please delete this paragraph in its entirety and replaced with the following language: "Contractor agrees that during the term of this Contract, it shall defend, indemnify, and save harmless Authority, 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 Contractor, or any employee thereof arising under and pursuant to this Contract. In no event shall the Contractor be obligated to indemnify or hold Authority harmless with respect to any liability caused by the negligence of Contractor. In the event that loss, injury or damage to a third party results from the negligent or tortious conduct of both Authority and the Contractor or solely from the negligent or tortious conduct of either Authority or the Contractor, 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. Authority will notify Contractor in writing immediately of the institution of any suit or proceeding and permit the Contractor to defend same, and will give all needed information and assistance to enable the Contractor to do so. Contractor will similarly give Authority immediate notice of any suit or action filed or any claims arising out of the performance of the Contract."

Use Additional Sheet If More Space Is Required

Accepted: Rejected: X: Michael J. McGrane See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 49

Ref: RFP NO. 15-30
Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 49 - DBE Utilization

Request Description

Please confirm there is no DBE Goal set for this contract.

If there is no DBE Goal confirm which form(s) need to be submitted with the proposal

The forms only need to be filled out to document any DBE Participation
Michael J. McGrane

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 62

Ref: RFP NO. 15-30
Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 62 - Performance and Payment Bond

Request Description

Is there a bond requirement for the contract? If so please change the language in the first paragraph in this section to read "Performance and Payment Bonds in the amount of 100% of the **annual** proposal amount covering the faithful performance of the contract."

Use Additional Sheet If More Space Is Required

Accepted: X: Michael J. McGrane

Rejected: See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 62

Ref: RFP NO. 15-30
Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 62 - Proposal Guarantee (Surety)

Request Description

Will a proposal Surety be required?

No: Michael J. McGrane

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 77

Ref: RFP NO. 15-30
Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 77 - Space Provided

Request Description

Please provide the number and types of vehicles assigned to each garage facility

**35 and 40 foot Busses are primarily serviced in the Chaffee Maintenance and
Newport Facilities**

**Non-Revenue, Paratransit and Flex Vehicles are services primarily at 705 Elmwood
Avenue. Vehicles are shifted from location to location on an ongoing basis**

Michael J. McGrane

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 78

Ref: RFP NO. 15-30

Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 78 - Ownership of Tires and Equipment

Request Description

Are RIPTA's wheels all aluminum or steel or a combination of both?

Combination of both: Joseph Monti

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 78

Ref: RFP NO. 15-30

Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 78 - Record Keeping and Reporting

Request Description

Please confirm that monthly mileage reports will be submitted in Excel format

Confirmed, Michael J. McGrane

Use Additional Sheet If More Space Is Required

Accepted: X Michael J .McGrane Rejected: See Addendum #

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 83

Ref: RFP NO. 15-30

Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 83 - Tire Balancing

Request Description

Are all tires required to be balanced or will balancing the fronts only be sufficient?

All tires shall be balanced: Joseph Monti

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 84

Ref: RFP NO. 15-30

Project No. _____

To: Rhode Island Public Transit Authority

From: Michelin North America, Inc.

Page & Reference: Page 84 - Tire Size for Large Buses

Request Description

Please accept Michelin's 305/85R22.5 X InCity Z as an approved equal to the B315/80R22.5 Goodyear Metro Miler currently being supplied to RIPTA. The sizes are dimensionally the same and the Michelin tire has more than the required carrying capacity required by RIPTA's buses. The X InCity Z is Michelin's optimized tread design for transit applications requiring this size tire, and is used at numerous transit operations throughout the country.

A brochure on the tire is enclosed with this request.

Accepted: Joseph Monti

Use Additional Sheet If More Space Is Required

Accepted: _____ Rejected: _____ See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 15-30

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: General

Ref: RFP NO. 15-30

Project No. _____

To: **Rhode Island Public Transit Authority**

From: Michelin North America, Inc.

Page & Reference: General Questions and Requests

Request Description

Will Contractor's personnel be required to drive buses at any time?

No

What are your current tire rates by size?

Type of Tire Serviced	2015 Rate	Type of Tire Services	2015 Rate
B305-85-R22.5	\$0.005344	LT245-75R-17	\$0.006300
LT225-75-R16	\$0.006300	225-70-R19.5	\$0.006300
B275-70-22.5	\$0.008544	LT245-75-R16	\$0.006300
B275-70-22.5	\$0.008544	LT225-70R-R19.5	\$0.006300
LT235-85-R16	\$0.006300	235-75-15	\$0.006300
LT235-85-R16	\$0.006300	P235-75-16	\$0.006300
LT245-75-R16	\$0.006300	225-70R-19.5	\$0.006300
LT245-75-R16	\$0.006300	225-70R-19.5	\$0.006300

What is the current monthly service rate? **\$13,760**

What are the Transit's required Pull Points? (i.e. the legal limit of 4/32 on fronts and 2/32 on rears)

The Legal Limits will serve as the pull points

What type(s) of mounting and balancing machine(s) are currently being used?

It shall be the responsibility of the Contractor to provide sufficient equipment and supplies to properly service the tires in a timely manner.

Please allow 60 days advanced notification for contractor to deliver original equipment tires to OE manufacturers. Confirm the Transit will pay mileage at established rates for new buses driven overland from the original equipment manufacturer to the Transit.

Accepted: Joseph Monti

Use Additional Sheet If More Space Is Required

Accepted: _____

Rejected: _____

See Addendum # _____

Explanation: _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number «15-30
REVISED SPECIFICATIONS/SCOPE OF WORK

XXXI TIRE TYPES

Tires furnished shall be a Goodyear special Metro Miler (G-152A) design Load Range J and Wrangler HT Load Range E or approved equal.

A. Revenue Vehicles

B. Description of Non-Revenue Transit Vehicles

	Vehicle Type	Quantity	Tire Size	Load Range	GVAW Steer	GVAW Drive	Wheels per Vehicle
2001	Ford Explorers	4	235-75-15	H	2,710	2,950	4
2004	GMC Savanna 1500 Vans	9	LT 245/75R16	E	3,600	4,000	4
2007	GMC Service Trucks	3	225/70R19.5	G	8,000	13,500	6
2010	Ford Pickups	6	LT245/75R17	T	6,000	6,100	4
2010	Ford Dump Truck	1	225-70R19.5	G	8,845	19,500	6
2010	Ford Stake Body Truck	1	225-70R19.5	G	8,845	19,500	6
2011	Ford Explorers	3	P245/60/R-18	H	2,710	2,950	4
2011	GMC Vans	3	Wrangler AT LT 245/70R-18	E	3,600	4,000	4
2014	Ford C-Max	5	P225/50R1793V				4
2016	Ford Explorers		P245/60/R-18	H	2,710	2,950	

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposal Number «15-30
REVISED SPECIFICATIONS/SCOPE OF WORK

XXXII PRICING PROPOSAL

A. For Lease of Transit Vehicle Tire Mileage

We, the undersigned propose to furnish Rhode Public Transit Authority with the lease of transit vehicle tire mileage and services in accordance with the requirements and specifications included herein at the following pricing conditions.

B. Billing Rates Per Tire Mile

Type of Tire Serviced	<u>Year One Calendar Year 2016</u>	<u>Year Two Calendar Year 2017</u>	<u>Year Three Calendar Year 2018</u>	<u>Year Four Calendar Year 2019</u>	<u>Year Five Calendar Year 2020</u>
LT225-75-R16					
B315/80R22.56					
235-75-15					
LT 245/75/R16					
225/70 R19.5					
P245/60/R18					
LT245-75-R16					
Wrangler AT LT 245/70 R18					
<u>P225 50R17-93V</u>					
Monthly Service Charge Year One					
Monthly Service Charge Year Two					
Monthly Service Charge Year Three					
Monthly Service Charge Year Four					
Monthly Service Charge Year Five					

Company Name of Proposer: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Authorized Representative (Print) _____

Title of Representative _____

Representative's Signature _____

Date Signed _____

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Prohibited Drug Use and Alcohol Misuse Policy & Procedures

FOR ALL
SAFETY-SENSITIVE EMPLOYEES
June 2007

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Drug & Alcohol Program began - January 1995
Revised - July 1997
Revised - August 1999
Approved by Board of Directors - August 23, 1999
Policy Revised – December 1999
Adopted by RIPTA Board of Directors December 1999
Revised September 2001
Adopted & Approved by RIPTA Board of Directors October 2001
Revised June 2007
Adopted & Approved by RIPTA Board of Directors June 18, 2007

INTRODUCTION

Rhode Island Public Transit Authority is committed to providing safe, high quality transit service to the people of Rhode Island. To achieve this goal, the Authority relies upon its professional and dedicated employees to react quickly and appropriately in situations affecting public safety.

Many employees will fail to recognize that they are experiencing a problem with substance abuse and, without necessary treatment, will continue to threaten employee and public safety. To assist transit agencies in the identification of these employees the Federal Transit Administration (FTA) issued regulations requiring prohibited drug use and alcohol misuse testing for all safety-sensitive employees, which began January 1, 1995. Employees identified by the testing program as using prohibited drugs or misusing alcohol will be removed from duty, and referred to a substance abuse professional for evaluation and treatment recommendations.

Failure to comply with the FTA regulations could result in the suspension of RIPTA's federal transit funding; therefore, participation in the drug and alcohol testing program is a mandatory requirement and condition of continued employment for all safety-sensitive employees.

POLICY STATEMENT

RIPTA is a public transportation operator regulated by the Federal Transit Administration (FTA), an operating agency within the Department of Transportation, and therefore is regulated by the FTA. All testing procedures must be completed in accordance with Transportation Workplace Drug and Alcohol Testing Programs, promulgated at 49 CFR Part 40. RIPTA recognizes that involvement with drugs and the misuse of alcohol off the job as well as on the job impacts the safety and efficiency of the workplace. RIPTA fully assumes its responsibility to provide a safe and efficient workplace. This Anti-Drug and Alcohol Misuse Prevention Plan sets forth methods and procedures for compliance, as amended, with 49 CFR Part 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations. These regulations were published on December 18, 2000 and went into effect on August 1, 2001.

On June 18, 2007, the Rhode Island Public Transit Authority Board of Directors adopted the Revised Drug & Alcohol Policy for the employees. Random drug and alcohol testing is a mandatory requirement set forth by the Federal Transit Administration and condition to continue employment at the Rhode Island Public Transit Authority. Employees shall submit to testing for the presence of a controlled substance and/or alcohol. The regulations mandate urine drug testing and breath alcohol testing for all safety sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result.

This Substance Abuse Policy applies to all safety sensitive transit employees and contractors when they are on RIPTA property performing, ready to perform, immediately available to perform such functions or when performing any related safety-sensitive business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Contractors are governed by this policy while on RIPTA property, and will not be permitted to conduct business if found to be in violation of this policy.

The FTA regulations require the Authority to test safety sensitive employees at the Federal minimum rates for Drug and Alcohol. The safety sensitive categories are as follows:

- Revenue Vehicle Control/Dispatch
- Revenue Vehicle Operations
- Revenue Vehicle Maintenance & Equipment
- CDL Holders/Non-Revenue Vehicles

The safety-sensitive random pool is comprised of all employees in the above named categories. A detailed list is provided on pages 4 and 5.

The specific categories under which an employee will be tested for prohibited drugs and alcohol misuse are:

- PRE-EMPLOYMENT
- POST-ACCIDENT
- RANDOM
- RETURN-TO-DUTY
- REASONABLE SUSPICION
- FOLLOW-UP

A detailed list is provided on pages 6, 7 and 8.

RIPTA affirms the need to protect individual dignity, privacy and confidentiality throughout the testing process. The following measures are taken to protect the employee:

- All prohibited drug use and alcohol misuse testing shall be conducted in a manner to assure the highest degree of accuracy and reliability using techniques, equipment and laboratory facilities which have been certified by the U.S. Department of Health and Human Services (DHHS). RIPTA's primary laboratory is Quest Diagnostics in Norristown, Pennsylvania. The secondary lab is Elsohly Laboratories, Inc., Oxford, Mississippi.
- The Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. It is his/her responsibility to interpret, verify and validate test results and determine whether there is a legitimate medical explanation for a confirmed positive test. RIPTA utilizes the services of Newport Alliance, in Newport, Rhode Island. Dr. Susan M. Green, MD is the Medical Review Officer for RIPTA.

- Substance Abuse Professional (SAP) is a licensed physician, licensed or certified psychologist, social worker, employee assistance professional or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission. They have knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. It is their responsibility to evaluate the type and amount of assistance needed to resolve problems associated with drug abuse or alcohol misuse and recommend a course of action to the employee. RIPTA utilizes Rhode Island Employee Assistance Program (RIEAP). Judith Hoffman is the Substance Abuse Professional or another designated SAP employed by the RIEAP.
- Training of employees and supervisors is a required component of the FTA testing program. Such training is essential to ensure the protection of both the employee and testing program. Training is provided to inform all employees of the regulations, signs and effects of prohibited drugs and alcohol misuse in the workplace. All safety-sensitive employees are required to complete a one-hour prohibited drug use and alcohol misuse training workshop.
- All safety-sensitive supervisors are required to complete a two-hour training workshop, which includes reasonable suspicion signs and behaviors. One hour is devoted to prohibited drug use; and the other hour is dedicated to alcohol misuse.
- Upon written request, an employee has an unqualified right to review his/her drug & alcohol testing records, provide information to dispute the results and have access to any pertinent reasons such as equipment calibration records and records of laboratory certifications. The employer shall provide promptly the records requested by the employee. Access to a covered employee's record shall not be contingent upon payment for records other than those specifically requested.

SAFETY SENSITIVE CLASSIFICATIONS FIXED-ROUTE

The FTA rules pertaining to prohibited drug use and alcohol misuse apply to transit employees who perform “safety-sensitive” functions. The following job functions have been reviewed by RIPTA and designated by the FTA as “safety-sensitive” with corresponding RIPTA job titles listed below. The FTA rules require that some Supervisors are subject to the provisions of the regulations.

Revenue Vehicle Control/Dispatch:

- General Manager
- AGM/Maintenance
- AGM/Transportation
- AGM/Specialized Transportation
- Director of Maintenance
- Asst. Superintendent/Maintenance
- Maintenance Foreman
- Technical Support Officer/Training
- Chief of Safety
- Safety Officer
- Chief Street Supervisor
- Street Supervisor
- Technical Support Officer Research & Development
- Superintendent/Transportation
- Asst. Superintendent/Transportation
- Relief Superintendent
- Night Foreman
- Lead Trainer
- Training Instructor

Revenue Vehicle Operations:

- Bus Operator
- Transportation Clerk

Revenue Vehicle Maintenance & Equipment:

- Mechanic, 1st Class
- Mechanic, 2nd Class
- Utility Worker
- Body Man, 1st class
- Body Man, 2nd class

CDL Holder/Non-Revenue Vehicles *(i.e., wrecker operator and snowplow driver):*

- Buildings & Grounds Foreman
- Buildings & Grounds Worker

Employees' participation in RIPTA's prohibited drug use and alcohol misuse testing program is a mandatory requirement, and condition of continued employment.

SAFETY SENSITIVE CLASSIFICATIONS FLEXIBLE SERVICES DIVISION

The FTA rules pertaining to prohibited drug use and alcohol misuse apply to transit employees who perform “safety-sensitive” functions. The following job functions have been reviewed by RIPTA and designated by the FTA as safety-sensitive with corresponding RIPTA Flexible Services Division job titles listed below.

Revenue Vehicle Control/Dispatch:

- Flexible Services Manager
- Flexible Services Operations Coordinator

Revenue Vehicle Operations:

- Flexible Services Operator

Employees’ participation in RIPTA’s prohibited drug use and alcohol misuse testing program is a mandatory requirement, and condition of continued employment.

CATEGORIES OF TESTING FOR PROHIBITED DRUG USE AND ALCOHOL MISUSE

PRE-EMPLOYMENT TESTING

All RIPTA applicants for safety-sensitive employment will be subject to prohibited drug use and *alcohol misuse* testing. Any offer of employment will be contingent upon negative pre-employment test results. Prior to an applicant performing a safety-sensitive function, RIPTA must receive a negative pre-employment test result. If an applicant or employee drug test is canceled, the employer shall require the applicant or employee to take another pre-employment drug test, and the applicant or the employee will not be able to perform a safety-sensitive function or be transferred until the negative results are received by RIPTA. A RIPTA employee applying for internal transfer from non-safety sensitive function to a safety-sensitive function must also undergo pre-employment prohibited drug use and *alcohol misuse* testing and must provide a verified negative result prior to performing a safety-sensitive function.

RANDOM TESTING

Present FTA regulations require the Authority to test the safety sensitive workforce at the Federal minimum rates for Drug and Alcohol. Random alcohol testing must be performed just before, during or just after an employee performs his/her safety-sensitive function. In order to protect the employee, an outside contractor (Newport Alliance) utilizing a scientifically valid random generating program, will perform random selection. The computer program Newport Alliance uses is the SYSTOC Drug Testing Software. There is no discretion on the part of management or operations in the selection and notification of individuals for testing. Employees will remain anonymous during the selection process and will be drawn from a pool in which he/she has an equal chance of being selected for testing each time selections are made. Testing begins in January and continues through December. Random testing will be unannounced, unpredictable, immediate and reasonably spread throughout the hours, day, week, month and year, during which the transit system is in operation. Candidates for alcohol testing may be generated from the selected percentage for drug testing; therefore, some employees will be randomly tested for both prohibited drug use and alcohol misuse. Employees will remain in the random selection pool after being identified for testing making it possible for the same employee to be randomly tested several times in one year.

REASONABLE SUSPICION TESTING

All safety-sensitive employees may be subject to a reasonable suspicion test when there is cause to believe that drug or alcohol use is adversely affecting job performance. Reasonable suspicion testing will be conducted when one trained supervisor, can articulate and substantiate physical, behavioral and performance indicators of probable drug use and alcohol misuse by observing the appearance, behavior, or body odor, of the covered employee.

POST ACCIDENT TESTING

All safety-sensitive employees will be required to undergo drug and alcohol testing if they are involved in an accident with a company vehicle. For the purpose of this policy an accident is defined as an occurrence associated with the operation of a vehicle in which:

- A fatality occurs.
- Bodily injury requiring medical attention away from the scene of the accident.
- Anytime one or more vehicles receive “disabling damage”. Disabling damage: damage which precludes the departure of a motor vehicle from the scene of an accident in its usual manner in daylight after simple repair. This includes damage to vehicles that could be driven but would have further damage if driven. This does not include damage readily fixed on the scene; tire disablement; headlight, tail light damage; turn signal damage; windshield wiper damage or horn damage.

All safety-sensitive employees will be required to undergo urine and breath testing if they are involved in an accident that results in a fatality. This includes any safety-sensitive employee, if it is determined that their performance may have contributed to the accident, with the exception of the operator who always has to be tested.

All safety sensitive employees involved in a non-fatal accident will be drug and alcohol tested unless their performance can be completely discounted as a contributing factor based on the best information available at the time of the decision, as well as all other safety sensitive employees whose performance could have contributed to the accident.

Post accident drug testing must be completed within 32 hours of an accident. Every attempt will be made to complete the post accident alcohol testing within 2 hours; however, if this is not possible a report must be filed documenting the reason why post accident test was not completed within the 2 hour period. Attempts to complete alcohol test must continue for up to 8 hours. In the event

that testing is not completed within 8 hours of the accident; attempts to test will be ceased, and the 2 hour written report must be updated.

Employees identified for post accident testing must remain readily available for such testing. This includes notifying the supervisor if he/she leaves the scene of an accident prior to submission of drug and alcohol test. If an employee fails to remain readily available and does not notify supervisor of his/her location, it will be considered a refusal to submit to testing and the employee will be *terminated*. In the event that the employee must assist in resolution of the accident or receive medical attention following the accident, the post accident testing will be completed as soon as possible. RIPTA will attempt to complete testing within 2 hours and continue for up to 8 hours.

RETURN-TO-DUTY TESTING

In accordance with FTA regulations, all safety-sensitive employees who test positive must be evaluated, test negative, and released by the Substance Abuse Professional (SAP) before returning to work. Return-to-duty testing will be performed when an employee has violated the prohibited drug use rule or alcohol misuse. Return-to-duty testing will consist of both prohibited drug use and alcohol misuse testing, regardless of the substance involved in the original violation.

FOLLOW-UP TESTING

Upon completing negative return-to-duty testing, an employee who has violated either the prohibited drug use or alcohol misuse rule, will be subject to at least 6 frequent, unannounced follow-up tests during the first 12 months following the violation. Follow-up-testing may continue for 60 months if RIPTA or the substance abuse professional deems it necessary. Follow-up testing will consist of both drug and alcohol testing, regardless of the substance involved in the original violation. Employees subject to follow-up testing will remain in the random testing pool.

PROHIBITED DRUG USE RULES & DRUG TESTING PROCEDURE

RIPTA affirms the need to protect individual dignity, privacy and confidentiality throughout the drug testing process. Drug testing shall be conducted in a manner to assure the highest degree of accuracy, reliability and using techniques, equipment and laboratory facilities which have been approved by the U. S. Department of Health and Human Services (DHHS).

The FTA required RIPTA to begin testing safety-sensitive employees on January 1, 1995 for the prohibited use of the following controlled substances. The use of the five (5) prohibited drugs listed below is always illegal and subject to testing at any time while on duty. Federal cut-off limits for specific controlled substances are as follows:

	Screening (Initial) Level Urine Screen <u>ng/ml*</u>	Confirmation Level GC/MS** Cut-off <u>ng/ml*</u>
• MARIJUANA	50 ng.	15 ng.
• COCAINE	300 ng.	150 ng.
• PHENCYCLIDINE	25 ng.	25 ng.
• AMPHETAMINES	1000 ng.	500 ng.
• OPIATES	2000 ng.	2000 ng.

* nanograms/milliliter ** Gas chromatography/mass spectrometry

Prohibited drug use testing will be performed in the following circumstances:

- PRE-EMPLOYMENT
- POST-ACCIDENT
- RANDOM
- RETURN-TO-DUTY
- REASONABLE SUSPICION
- FOLLOW-UP

Employees of RIPTA shall not perform their job duties while in the possession of a controlled substance, be under the influence of, or use any other substance, to a degree, which renders the employee incapable of safely performing their duties. For all safety-sensitive employees and CDL holders who operate non-revenue vehicles, participation in the prohibited drug use testing program is a mandatory requirement and condition of continued employment.

Drug testing will be done in strict compliance with the procedures set forth by the FTA. These procedures are designed to ensure accurate and reliable test results and eliminate the possibility of "false-positives". Upon notification that he/she must undergo a drug test, the employee will report to a designated collection site to provide a specimen of his/her urine. The collection site will comply with FTA regulations for specimen collection and ensure employee privacy and confidentiality. The following procedures will be followed during the specimen collection:

1. Employee identity will be confirmed by picture identification (driver's license or employee ID). In the event that a driver's license or employee ID cannot be produced, identification can be made by a RIPTA official.
2. Employee will check his/her belongings and any unnecessary outerwear in a secure location. The employee may retain his/her wallet.
3. The employee must empty the contents of his or her pockets. Failure to empty his/her pockets will constitute a refusal to submit to testing.
4. The employee will rinse and dry his/her hands before and after each specimen is submitted.
5. A collection cup will be unwrapped in front of the employee and the employee will be directed to a private enclosure and instructed to provide at least 45 milliliters (1.5 oz.) his/her urine. If insufficient volume cannot be provided, the employee will remain at the test site for up to three (3) hours. During this three (3) hour period, any insufficient sample will be discarded and the employee will be allowed to consume up to forty (40) ounces of water in order to provide a sufficient sample. If sufficient urine cannot be provided, the employee will undergo a medical evaluation to determine whether failure is due to a medical reason or constitutes a refusal to submit to testing.
6. A urine temperature reading will be taken and the urine will be inspected for any visible signs of tampering or adulteration. If the specimen is suspected of being adulterated or the temperature is out of range, the unusual findings will be noted on the urine custody and control form by the collection center technician. The sample that is suspected of being adulterated will be forwarded to the laboratory for testing and the employee will be required to provide a new specimen under direct observation of a same-gender collection site employee.
7. The urine will be separated in front of the employee into a primary specimen and a split specimen and both bottles sealed and labeled. Federal urine testing forms and labels with pre-printed unique specimen identification number will be used in compliance with FTA requirement. The employee will initial labels.
8. A federal drug testing custody and control form will be completed by site personnel and signed by employee. The specimens will be packaged for shipment in a single-use-shipping container with the custody and control forms. The control and custody form will track all handling of the specimen.
9. Failure to cooperate with collection procedure will constitute a refusal to submit to testing (see page 13) and *will result in immediate termination with no consideration give to reinstatement.*

The specimen will be sent to a Department of Health and Human Services (DHHS) approved laboratory for analysis. All DHHS labs will be subject to periodic blind sampling to ensure accuracy and compliance to FTA regulations.

ALCOHOL MISUSE RULES & ALCOHOL TESTING PROCEDURES

RIPTA affirms the need to protect individual dignity, privacy and confidentiality throughout the alcohol testing process. Alcohol testing shall be conducted in a manner to assure the highest degree of accuracy and reliability and using techniques, equipment and laboratory facilities which have been approved by the U. S. Department of Health and Human Services (DHHS).

The FTA alcohol misuse rule prohibits an employee who performs safety-sensitive duties from consuming alcoholic beverages during the following times:

- Before reporting for duty or while performing a safety-sensitive function
- Within 4 hours of performing a safety-sensitive function or having physical control of a commercial vehicle
- Up to 8 hours after an accident in which fatality has occurred, or until a post-accident alcohol test has been administered, which ever comes first
- Up to 8 hours following an accident in which employee performance may have been a contributing factor, or until a post-accident test can be administered, which ever comes first

Employees of RIPTA shall not perform their job duties while in the possession of an alcoholic beverage, be under the influence of, or misuse any alcoholic beverage, to a degree, which renders the employee incapable of safely performing their duties. Although the FTA rule prohibits alcohol use within 4 hours of performing a safety-sensitive function, employees should take into consideration their individual alcohol retention rate and limit their use according. Alcohol is an intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol. In addition, the alcohol testing process will measure the presence of alcohol resulting from the intake of alcoholic beverages as well as from medications containing alcohol. Federal requirements provide authorization for testing for alcohol and taking action on the findings, regardless of whether it was ingested as beverage alcohol or in a medicinal or other preparation. Therefore, employees should consider limiting intake of alcohol from medicine, distilled spirits, beer and wine.

Alcohol misuse testing will be performed in the following circumstances:

- *PRE-EMPLOYMENT*
- *RANDOM*
- *REASONABLE SUSPICION*
- *POST-ACCIDENT*
- *RETURN-TO-DUTY*
- *FOLLOW-UP*

Alcohol testing will be conducted just before, during or just after a safety-sensitive function has been performed. The testing will be administered in strict compliance

with the procedures set forth by the FTA. All alcohol testing will be conducted by obtaining a breath alcohol concentration (BAC) with an evidential breath testing device (EBT) device. Only EBT's which comply with the National Highway Traffic Safety Administration specifications will be used. A qualified Breath Alcohol Technician will administer the test and the following procedures will be performed.

1. Employee identity will be confirmed by picture identification (driver's license or employee ID). In the event that a driver's license or employee ID cannot be produced, identification can be made by a RIPTA official.
2. The employee and breath alcohol technician will complete, date and sign the alcohol testing form.
3. The breath alcohol technician will open in view of the employee an individually sealed, disposable mouthpiece and attach it to the evidential breath testing device.
4. The employee will be instructed to blow forcefully into the mouthpiece (approximately six (6) seconds) until an adequate amount of breath has been obtained.
5. The employee will be shown the test result on the evidential breath testing device digital display. If the test result is below 0.020 the employee will return to his/her safety-sensitive function.
6. If the initial test result is 0.020 or greater, the employee will be informed of the need to conduct a confirmation test 15-20 minutes after the initial test.
7. The confirmation test will be conducted following the same procedures as for the initial screen; however, during the 15-20 minute interval the employee may not eat, drink or smoke, and should refrain from belching. A new mouthpiece will be provided for the confirmatory test and an air blank, which is a test of surrounding air containing no alcohol, will be conducted with the EBT.
8. If the initial and confirmation test results are not identical, the confirmation test result will be deemed the final result and will determine any ensuing action.
9. The test results will be attached to the alcohol testing form, which the employee and breath alcohol technician will sign and date. *RIPTA considers an employee's failure to sign and date the alcohol testing form a refusal to submit to testing (see page 13), and the employee will be terminated.*

For all safety-sensitive employees & CDL holders who operate non-revenue vehicles, participation in the alcohol misuse testing program is a mandatory requirement, and condition of continued employment.

REFUSAL TO SUBMIT TO TESTING

FTA regulations consider it a refusal to submit to testing when:

- Employee was not readily available for post-accident testing, did not notify supervisor of his/her location and an investigation reveals that his/her departure from the accident scene was not warranted by the need for emergency or medical assistance without valid reason (refer to post-accident testing on page 7 and 8).
- Employee fails to report to the designated collection site within an acceptable period of time.
- Employee fails to empty contents of his/her pockets.
- Employee fails to provide sufficient quantity of urine (45-ml/1.5 oz.) for prohibited drug use testing without a valid medical explanation.
- Employee tampers with or attempts to adulterate the specimen or collection procedure.
- Employee fails to provide adequate amount of breath for alcohol misuse testing without a valid medical explanation.

In addition, RIPTA will consider it a refusal to submit to testing when:

- *Employee refuses to comply with procedures for alcohol or drug testing.*
- *Employee refuses to sign and date either the breath alcohol testing form or drug testing control and chain or custody form.*

An employee who refuses to submit to testing is in violation of the FTA prohibited drug and alcohol misuse rule and RIPTA's labor agreement. *It is RIPTA's policy that the employee will be immediately removed from his/her safety-sensitive function, referred to a substance abuse professional for evaluation and terminated.*

VIOLATION OF PROHIBITED DRUG USE RULE

All drug testing laboratory results must be reviewed by a qualified Medical Review Officer (MRO) prior to the test results being released to RIPTA.

The MRO must be a licensed physician with knowledge of substance abuse disorders who has training to interpret and evaluate laboratory test result with an employee's medical history and other relevant biomedical information as required by FTA. The purpose of the MRO is to verify and validate test results. The MRO receives the drug test results, reviews custody and control forms for accuracy; protects the privacy of the employee and the confidentiality of the testing program; maintains testing records and notifies RIPTA of all test results.

The MRO will discuss confirmed positive laboratory test results with the employee to determine if there is a legitimate medical explanation for the confirmed positive test result. If the MRO is unable to contact the employee within ten (10) days after expending a reasonable effort, the test results will be verified to RIPTA as a confirmed positive. The MRO may re-open the review after the ten day period if the employee provides documentation of circumstances beyond his/her control in failing to contact the MRO. If the employee provides an adequate explanation for the positive test results within a 60 day window for employee to present documentation for no contact, the MRO will verify the test results to RIPTA as "Negative". If the employee fails to provide an adequate explanation, the test will be reported to RIPTA as a confirmed positive.

During discussions with the employee where notice of the confirmed positive result is given, the MRO will inform the employee that he/she has 72 hours in which to request that the split sample be tested. If the request to test the split sample is made to the MRO within 72 hours the split sample will be sent to a second DHHS laboratory for testing. The result of the split-specimen analysis will determine all resulting action. If the second laboratory fails to confirm the presence of the same drug/metabolite that was found in the primary sample; if the split cannot be tested; or if the results of the split sample are not scientifically adequate, the MRO will "cancel" the test. A canceled test will be treated as though the employee has a negative test result. Testing of the split sample can be conducted after the 72 hour period only if the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO and request split sample testing within the required 72 hour period.

The laboratory shall retain the positive split specimen in frozen storage for 60 days from the date on which the laboratory acquires it; however, all confirmed positive specimens must be retained by the DHHS certified laboratory for a minimum of one year (or longer if litigation concerning the test is pending). The laboratory must provide secure storage for the split sample. If directed by the MRO in writing, the laboratory shall forward the split specimen bottle with seal intact, a copy of the MRO request, and the split specimen copy of the custody and control form to a different DHHS approved laboratory. The second laboratory shall analyze the split specimen

by GC/MS to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen.

An employee who has a verified positive drug screen, with no conflicting split-sample, is in violation of the prohibited drug use rule. He/she will be immediately removed from safety-sensitive duty, and referred to a substance abuse professional for evaluation and treatment recommendations. In accordance with the labor agreement, Article V, an employee with a positive drug screen will be subject to specific disciplinary action. The action taken will depend upon the category of testing from which the positive drug test was obtained (see pages 6, 7 and 8).

It is RIPTA's policy that an employee, in violation of the prohibited drug use rule, will not be compensated during the following periods:

- ❖ *WHILE REMOVED FROM SAFETY-SENSITIVE DUTY*
- ❖ *WHILE BEING EVALUATED BY SUBSTANCE ABUSE PROFESSIONAL*
- ❖ *WHILE UNDERGOING RECOMMENDED TREATMENT FOR PROHIBITED DRUG USE*

VIOLATION OF ALCOHOL MISUSE RULE

Alcohol misuse is determined by measuring breath alcohol concentration during *pre-employment*, random, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. The following is an outline of the areas of violation and specific action which will be taken as a result of the breath alcohol concentration obtained during testing:

<u>ALCOHOL CONCENTRATION:</u>	<u>ACTION TAKEN:</u>
REFUSAL TO SUBMIT	Employee is in violation of the alcohol misuse rule. Employee will be removed from safety-sensitive duty and referred to a substance abuse professional. <i>It is RIPTA's policy to terminate an employee who refuses to submit to testing.</i>
0.000 - 0.019	Employee is not in violation and may resume safety-sensitive function.
0.020 - 0.039	Employee will be removed from his/her safety-sensitive duties for a minimum of 8 hours.
0.040 – Greater	Employee is in violation of the FTA alcohol misuse rule. Employee will be removed from his/her safety-sensitive duty and referred to a substance abuse professional for evaluation and treatment recommendation. <i>RIPTA requires that the employee enroll in recommended treatment program within 15 days of violation. When the substance abuse professional confirms successful completion of treatment, and employee completes negative return to duty testing, he/she will be allowed to resume safety-sensitive duties.</i>

It is RIPTA's policy that an employee, with a breath alcohol level concentration of 0.020 or greater, will not be compensated during the following periods:

- ❖ *WHILE REMOVED FROM SAFETY-SENSITIVE DUTY*
- ❖ *WHILE BEING EVALUATED BY SUBSTANCE ABUSE PROFESSIONAL*
- ❖ *WHILE UNDERGOING RECOMMENDED TREATMENT FOR ALCOHOL MISUSE*

CONSEQUENCES OF POSITIVE PROHIBITED DRUG SCREEN OR BREATH ALCOHOL CONCENTRATION GREATER THAN 0.040

An employee with a positive prohibited drug screen or breath alcohol concentration greater than 0.040 has violated FTA regulations. In addition, said employee is subject to specific disciplinary action. In keeping with its commitment to assist employees who seek rehabilitation, *RIPTA has distinguished the resulting action from a positive prohibited drug screen or alcohol concentration greater than 0.040 in the following manner:*

PRE-EMPLOYMENT TESTING

An applicant for safety-sensitive employment with RIPTA with a positive pre-employment drug screen or alcohol concentration greater than 0.040 has not met RIPTA's criteria for employment. A current RIPTA employee seeking an internal transfer to a safety-sensitive function, with a positive pre-employment drug screen or alcohol concentration greater than 0.040, will be suspended and referred to a substance abuse professional for evaluation and treatment recommendations. If it is the employee's first violation, he/she will be reinstated after the substance abuse professional confirms successful completion of all recommended treatment and designates the employee "fit for duty". A second violation will result in immediate termination.

RANDOM

An employee with a positive prohibited drug screen or alcohol concentration greater than 0.040, will be immediately removed from his/her safety-sensitive duties, suspended, and referred to a substance abuse professional for evaluation and treatment recommendations. If it is the employee's first violation, he/she will be reinstated after the substance abuse professional confirms successful completion of all recommended treatment and designates the employee "fit for duty". *A second violation will result in immediate termination.*

REASONABLE SUSPICION

A reasonable suspicion test, by nature, implies that an employee has demonstrated signs associated with alcohol misuse or prohibited drug use while preparing to, or performing a safety-sensitive function, and has thus compromised employee and public safety. The employee will be immediately removed from his/her safety-sensitive duties, and referred to a substance abuse professional for evaluation and treatment recommendations. If it is the employee's first violation, he/she will be reinstated after the substance abuse professional confirms successful completion of all recommended treatment and designates the employee "fit for duty". *A second violation will result in immediate termination.*

POST ACCIDENT

An employee who has a positive drug screen or alcohol concentration greater than 0.040, following an accident, will be immediately removed from his/her safety-sensitive duties, suspended, and referred to a substance abuse professional for evaluation and treatment recommendations. If it is the employee's first violation, he/she will be reinstated after the substance abuse professional confirms successful completion of all recommended treatment and designates the employee "fit for duty". *A second violation will result in immediate termination.*

RETURN-TO-DUTY

Return-to-duty tests are administered when an employee has violated the alcohol misuse or prohibited drug use rule and has been previously referred to a substance abuse professional for evaluation. A positive drug screen, or alcohol concentration greater than 0.040, is a clear indication that the employee has been unable to resolve his/her substance abuse problem. *The employee will be immediately removed from his/her safety-sensitive duties, referred to a substance abuse professional, and terminated.*

FOLLOW-UP

Since an employee subject to follow-up testing has previously violated the alcohol misuse rule or prohibited drug use rule, a positive drug screen or alcohol concentration greater than 0.040, is a clear indication that the employee has been unable to resolve his/her substance abuse problem. *The employee will be immediately removed from his/her safety-sensitive duties, referred to a substance abuse professional, and terminated.*

Follow up testing continues when a new employee seeks employment at RIPTA from another safety-sensitive position regulated by the USDOT. *RIPTA's policy for a new employee subject to follow-up testing for previously violating the alcohol misuse rule or prohibited drug use rule in the course of prior employment, is as follows. As a result of a first positive test while employed at RIPTA, the new employee will be immediately removed from his/her safety-sensitive duties and referred to a substance abuse professional. Should the employee test positive a second time, the employee will be immediately removed from his/her safety-sensitive duties, referred to a substance abuse professional, and terminated.*

REFUSAL TO SUBMIT TO TESTING

An employee who has refused to submit to testing (see page 13 for all actions which constitute refusal) will be considered in violation of the prohibited drug use rule, immediately removed from his/her safety-sensitive duties, referred to a substance abuse professional, and terminated.

AN EMPLOYEE WHO HAS BEEN REINSTATED FOLLOWING SUSPENSION WILL BE SUBJECT TO THE CONDITIONS OF REINSTATEMENT FOUND ON PAGE 19.

CONDITIONS OF REINSTATEMENT

An employee who has been reinstated after suspension, as a result of a violation of the prohibited drug rule or a breath alcohol concentration greater than 0.040, must comply with the following conditions of reinstatement:

- Contact the Employee Assistance Program and enroll in recommended treatment program within 15 days of violation
- Follow-through successfully with all treatment recommendations made by the substance abuse professional.
- Test negative during return-to-duty testing
- Produce negative results during all follow-up, random, post-accident, or reasonable suspicion prohibited drug use testing
- Produce a breath alcohol concentration of 0.040 or below during follow-up, random, post-accident, or reasonable suspicion testing
- Incur all costs associated with return-to-duty or follow-up testing after reinstatement

Substance Abuse Professional will determine if an individual has successfully completed recommended treatment. SAP recommends to employer whether a person is ready to return to duty and perform his/her safety-sensitive duties and determine the duration and frequency of follow-up testing (from 12 months up to 60 months).

ANY VIOLATION OF THE CONDITIONS OF REINSTATEMENT WILL RESULT IN THE EMPLOYEE'S IMMEDIATE TERMINATION.

ADDITIONAL RESOURCES

Many resources are available to an employee who may be experiencing a problem with alcohol misuse or prohibited drug use. RIPTA encourages employees to resolve substance abuse problems before they result in a violation of the drug and alcohol testing program which began January 1, 1995. Concerned employees are encouraged to exercise self-referral and contact Resource International Employee Assistance Services (formerly Rhode Island Employee Assistance Program) at 1-800-445-1195. RIEAS and RIPTA will support and maintain the confidentiality of all employees who self-refer.

TOLL FREE INFORMATION:

Al-Anon	1-800-356-9996
American Council on Alcoholism	1-800-527-5344
Cocaine Hotline	1-800-262-2463
National Institute on Drug Abuse	1-800-663-4357 (ENGLISH)
	1-800-662-9832 (SPANISH)

Employees seeking clarification of the FTA regulations or RIPTA's policy and procedures may contact RIPTA's Drug & Alcohol Testing Program Coordinator, Maureen C. Ruzzano. All inquiries will be kept confidential. Ms. Ruzzano may be reached at 401-784-9500 ext. 109.

This policy and procedure has been developed and implemented by the Rhode Island Public Transit Authority in accordance with Federal Transit Administration Regulations.

DRUG FREE WORKPLACE

The FTA prohibited drug use and alcohol misuse act does not render the following RIPTA Drug-Free Workplace Policy obsolete.

In accordance with the Drug-Free Workplace Act of 1988, the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance is prohibited in the Authority workplace.

It is a condition of employment under the federal grant received by the Authority that each employee abide by the terms of the above statement and notify the Authority of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

The Authority strongly encourages employees who may have a substance abuse problem to take corrective measures by either contacting Resource International Employee Assistance Services directly or by contacting their immediate supervisor for information regarding the Employee Assistance Program. All inquiries will be kept in strict confidence.

Every employee at RIPTA is urged to give this policy their undivided attention, as under the law, all employees must abide by this policy in order to fulfill their obligation as a condition of continued employment.

ALCOHOL FACT SHEET

SIGNS & SYMPTOMS OF USE

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction time
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

HEALTH EFFECTS

The chronic consumption of alcohol (average of three servings per day of beer (12 ounces), whiskey (1 ounce) or wine (6 ounces) over time may result in the following health hazards):

- Decreased sexual functioning
- Dependency (up to 10% of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic")
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54% of all birth defects are alcohol related)

SOCIAL ISSUES

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- Forty percent of family court cases are alcohol problem related.
- Alcoholics are 15 times more likely to commit suicide than other segments of the population.
- More than 60% of burns, 40% of falls, 69% of boating accident, and 76% of private aircraft accidents are alcohol related.

THE ANNUAL TOLL

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to an alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol caused liver damage.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

WORKPLACE ISSUES

- It takes one hour for the average person (150 pounds) to process one serving of an alcohol beverage from the body.
- Impairment in co-ordination and judgement can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober one.

CONFIRMATION OF POLICY ISSUANCE

JUNE 2007

THIS IS TO CERTIFY THAT THE EMPLOYEE NAMED BELOW RECEIVED THE REVISED PROHIBITED DRUG USE AND ALCOHOL MISUSE POLICY AND PROCEDURES REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION AND THE RHODE ISLAND PUBLIC TRANSIT AUTHORITY.

ISSUED TO:

EMPLOYEE NAME: _____ PAYROLL # _____

EMPLOYEE SIGNATURE: _____ DATE: _____

WITNESS: _____ DATE: _____

Drug & Alcohol Program began - January 1995
Revised - July 1997
Revised - August 1999
Approved by Board of Directors - August 23, 1999
Policy Revised – December 1999
Adopted by RIPTA Board of Directors December 1999
Revised September 2001
Adopted & Approved by RIPTA Board of Directors October 2001
Revised June 2007
Adopted & Approved by RIPTA Board of Directors June 18, 2007