



**MASTER AGREEMENT # 051525**  
**CATEGORY: Tires with Related Equipment and Supplies**  
**SUPPLIER: Michelin North America Inc.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Michelin North America Inc., One Parkway South, Greenville, SC 29615 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on September 10, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 051525 to Participating Entities. In Scope solutions include:
1. Sourcewell is seeking proposals for Tires with Related Equipment and Supplies, including, but not to be limited to:
- a) New tires, retread tires, pneumatic tires, solid rubber tires, tires composed of other polymeric compounds, tubes, stems, rims, wheels, and related equipment and supplies, for all types and classes of on-road and off-road vehicles, equipment, tractors, trailers, and implements.
- b) Directly related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, or products being proposed in 1. a. above.
2. The primary focus of this solicitation is on Tires with Related Equipment and Supplies. This solicitation should NOT be construed to include services-only solutions.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## **Article 2: Sourcwell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcwell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcwell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcwell Price and Product Change Request Form to Sourcwell. At a minimum, the request must:
  - Identify the applicable Sourcwell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcwell for this Agreement and must provide prompt notice to Sourcwell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcwell and Participating Entity inquiries; and
  - Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
  - Participating Entity Contact Email Address;
  - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
  - 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
  - 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier’s commercial general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

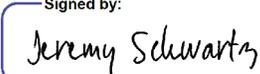
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

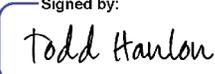
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
  
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
  
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
  
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Michelin North America Inc.

Signed by:   
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
  
 Date: 9/5/2025 | 10:08 AM CDT

Signed by:   
 By: 87009EA1D9EC4DA...  
 Todd Hanlon  
 Title: Vice President, Government and Defense  
  
 Date: 9/5/2025 | 10:07 AM CDT

# RFP 051525 - Tires with Related Equipment and Supplies

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## Vendor Details

Company Name: Michelin North America Inc.  
1 Parkway S.  
Address: Greenville, SC 29615  
Contact: Kelly Adams  
Email: kelly.adams@michelin.com  
Phone: 864-630-3979  
HST#:

## Submission Details

Created On: Wednesday May 07, 2025 11:39:45  
Submitted On: Thursday May 15, 2025 12:11:45  
Submitted By: Kelly Adams  
Email: kelly.adams@michelin.com  
Transaction #: 1ff9638e-e587-4b46-9e67-aba1a131ec8c  
Submitter's IP Address: 147.243.236.17

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Michelin North America, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	There are no subsidiary entities included in this proposal. However, the following brands of Michelin products will be included in the offer: Michelin, BFGoodrich, Uniroyal, Kleber, Megamile, Oliver, and Camso.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	H4LMX9J1H1A8
5	Provide your NAICS code applicable to Solutions proposed.	Michelin North America, Inc. has multiple NAICS codes depending on its activities. For tire retail, the code is 441340 - Tire Dealers. For tire manufacturing (excluding retreading), the code is 326211 - Tire Manufacturing.
6	Proposer Physical Address:	One Parkway South Greenville, SC 29615
7	Proposer website address (or addresses):	michelinman.com bfgoodrichtires.com uniroyaltires.com michelintruck.com bfgoodrichtrucktires.com uniroyaltrucktires.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Todd Hanlon - Vice President, Government and Defense One Parkway South, Greenville, SC 29615 todd.hanlon@michelin.com 410.412.6868
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Kelly Adams - Government Contract Key Account Manager One Parkway South, Greenville, SC 29615 kelly.adams@michelin.com 864.630.3979
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Alvin Carr - Government Account Executive One Parkway South Greenville, SC 29615 alvin.carr@michelin.com 919.522.8935

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Michelin is the leading mobility company and manufacturer of life-changing composites and experiences. For more than 130 years, Michelin has made contributions to human progress and to a more sustainable world. Michelin is constantly innovating to manufacture high-quality tires and components for critical applications for demanding fields, including mobility, construction, aeronautics, low-carbon energies and healthcare and offer the finest experiences, from providing data- and AI-based connected solutions for professional fleets to recommending outstanding restaurants and hotels curated by the MICHELIN Guide. Headquartered in Greenville, S.C., Michelin North America has approximately 23,500 employees and operates 36 production facilities in the United States and Canada.</p> <p>Producing the highest quality tires that deliver miles and miles of driving pleasure does not happen out of luck. It starts at the Michelin Americas Research and Development Corporation where innovation and technology collide with the real world needs of demanding consumers in a highly fragmented industry. Employing 960 people, many of which are engineers, Michelin's R&amp;D center in North America has been responsible for developing some of the finest products in the world to market, including the first 80,000 mile passenger tire for American-made vehicles. When a Michelin tire is on the road, it delivers a collection of benefits rather than just being good at one particular attribute. You get great handling, superior wet traction and long mileage without sacrificing comfort because the engineers at MARC are not content or satisfied with any sort of compromise or trade-offs.</p> <p>Our Michelin values are:</p> <p>Respect for our clients We innovate relentlessly for the success of our customers and set our priorities accordingly.</p> <p>Respect for people We care for every person inside and outside our company and earn their trust through our integrity.</p> <p>Respect for shareholders We strive to earn and keep shareholders' trust and act to create sustainable shareholder value.</p> <p>Respect for the environment We are all interdependent and take action for the sustainable development of our partners, the society and the planet.</p> <p>Respect for facts We utilize facts to learn, honestly challenge our beliefs and guide our actions with agility.</p>	*
12	What are your company's expectations in the event of an award?	Securing another Sourcewell contract would mark our second contract with Sourcewell, propelling us to even greater heights by leveraging our proven track record of serving Government Agencies nationwide. With this award, we expect to increase our market share by providing government agencies access to the Michelin brand.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Consolidated sales for the quarter down 1.9% at €6.5 billion</p> <p>* Volumes were down 7.3% due to lower OE sales in all segments, prolonging the trend observed in second-half 2024.</p> <p>* The 2.5% positive mix effect reflected the favorable OE/Replacement mix, offer enrichment and the Group's performance in targeted markets.</p> <p>* The price effect was also positive, demonstrating the Group's ability to enhance the value of its offerings and the strength of the MICHELIN brand, as well as reflecting the deferred impact of the indexation clauses included in the main OE contracts.</p> <p>* The currency effect was favorable, including for the US dollar</p>	*
14	What is your US market share for the Solutions that you are proposing?	Our overall U.S. market share for the products we are offering is approximately 20%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our Canadian market share for the products we are offering is approximately 20%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Our business has never completed a bankruptcy proceeding.	*

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Michelin North America, Inc is a manufacturer and a service provider that directly employees more than 250 sales professionals in North America. Michelin manufactures a wide range of tires, tracks, and other mobility solutions. We also provide various fleet management services ranging from emergency road services, tire leasing/maintenance programs, vehicle tracking/monitoring, etc.</p> <p>We sell our products and services in one of two ways (depending on the needs and capabilities of the end-user):</p> <p>a) Michelin sells directly to fleets/end-users to include large government agencies and educational entities.</p> <p>b) Michelin sells to a network of independently owned tire/vehicle dealers that cover the entire US and Canada. Our network of dealers has their own sales and service personnel. Michelin partners with these independent dealers to provide needed products and services at at the local level.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Not applicable.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>None exist.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>Michelin North America, Inc. has strong track record of success. As of March 2025, Michelin has won 103 total J.D. Power Awards - more than all other tire manufacturers combined. Michelin North America, Inc. has received numerous industry awards and recognitions, demonstrating its leadership in the tire industry and commitment to its employees and communities. Forbes has consistently recognized Michelin as a top employer in the automotive industry, including naming them as the top employer in the automotive category on the 2023 Forbes America's Best Large Employers list for the second year in a row. Michelin has also been recognized as a Top Company for Women to Work for in Transportation by the Women in Trucking Association. In addition, Michelin has received numerous safety awards, including nine safety awards from the U.S. Tire Manufacturers Association (USTMA) in 2019. And the U.S. Environmental Protection Agency (EPA) recognized Michelin with the 2019 SmartWay Excellence Award.</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Approximately 1% of our North America sales is generated from the governmental sector.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Approximately 12% of our government sales are to the education sector.</p>	*
23	<p>List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?</p>	<p>The following list are the current contracts Michelin has, including sales for the last three years:</p> <p>Sourcewell - approximately \$79M  Alabama - approximately \$3M  Georgia - approximately \$4.2M  Kansas - approximately \$1.5M  Mississippi - approximately \$2M  North Carolina - approximately \$25M  South Carolina - approximately \$9M  Texas/TX BuyBoard - approximately \$20M  OMNIA Partners - approximately \$37M (with State adoptions)  Florida Sheriffs Association - approximately \$9M  North Carolina Sheriffs Association - approximately \$1.5M  Virginia Sheriffs Association - approximately \$1.6M  NASPO - approximately \$77M</p>	*
24	<p>List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>Michelin is not currently on the General Services Administration contract. Michelin does have a Standing Offer with the Canadian Federal Government.</p>	*

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Martin Silva - Bureau of Contract Administration	(213) 847-2581	*
City of Phoenix	Alexandro Salazar - Contracts Specialist II	(602) 495-7231	*
City of Detroit	Sandra Stahl - Chief Procurement Officer/Deputy Chief Financial Officer	(313) 224-4600	*

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	Michelin boasts a robust sales force which consists of more than 250 sales professionals located throughout the U.S. and Canada committed to customer satisfaction and recommending the best solutions for Michelin customers. Additionally, Michelin employs a team of field engineers to provide additional technical support and training as needed.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Michelin leverages an unparalleled distribution network that service the replacement tire market throughout North America. Michelin’s distribution has three key objectives: <ul style="list-style-type: none"> <li>• Work closely with competitive distribution networks on their markets to provide the right response to consumers' needs.</li> <li>• Promote our expertise in distribution and proactively contribute to developing our distributor customers' businesses.</li> <li>• Enhance the Group's focus on customer service by providing operational insight from the field. Additionally, Michelin's extensive distribution network includes the wholesaler National Tire Wholesale, one of the top three wholesalers in the region, that operates under brands including Big O, Tire Kingdom and Mitas.</li> </ul>
28	Service force.	Our extensive dealer network offers a complete range of services, including repairs, inspection and alignments, MICHELIN ONCall™ 24/7/365 emergency road service (ERS), and MICHELIN@TIRE CARE™ preventive tire monitoring. Fleets receive consistent service from highly trained technicians, professional equipment, and casing management, all ensured by rigorous certification and audit standards. Network dealers will provide consistent supply of new tires and retreads and 24/7/365 service.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell’s participating entities will either submit a purchasing order to their local Michelin servicing dealer or call in their order to their local dealer. The dealer will deliver the product or products purchased and file a claim with Michelin describing the details of the transaction in order to receive credit from Michelin for the sale. That credit includes, but not limited to, delivery commissions and F.E.T. credit from Michelin.
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Services for all Sourcewell participating entities are performed by our Michelin independent Dealer network. There are over 2,000 commercial servicing dealers across the U.S. with over 800 Michelin Commercial Service Network (MCSN) dealers that participate in the Michelin Government Sales program. Our network goal is to contact the customer within 24 business hours regarding billing tire orders. Dealers receive delivery commissions for products delivered to Sourcewell participating entities.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	With 36 major Michelin manufacturing plants and a nationwide dealer network, Michelin is well positioned to provide products and services to Sourcewell participating entities in the U.S. and Canada. Michelin also operates 77 retread plants across North America and all Michelin retreaders follow a consistent, highly audited, nine-step manufacturing process to deliver uniform results. Michelin retreads are designed for the sole purpose to help your fleet maximize its tire assets.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Products and services will be provided to Sourcewell participating entities in Canada and the Sourcewell contract will be promoted where there is not already an established direct relationship with the entity and Michelin.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no identified geographic areas in the United States or Canada that would not be fully serviced.
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Michelin plans to promote the Sourcewell contract to all eligible participating entity sectors in the U.S. and Canada.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirements or restrictions specific to entities in Hawaii, Alaska, and in US Territories.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Michelin will extend terms to any nonfit owned vehicles.

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our Michelin marketing strategy for promoting the Sourcewell contract will be built on:</p> <ul style="list-style-type: none"> <li>*Streamlining procurement through trusted cooperative channels</li> <li>*Demonstrating long-term savings and reliability</li> <li>*Aligning with sustainability and compliance priorities</li> <li>*Providing education, transparency, and expert support</li> </ul> <p>Michelin uses a highly strategic, trust-based B2G (Business-to-Government) marketing approach that aligns with public sector procurement priorities. Michelin's strategy focuses on value, compliance, efficiency, and sustainability.</p> <p>We will highlight the value of utilizing the Sourcewell contract by educating our Dealers and agencies on the benefits of using this contract and emphasizing marketing material. We will also promote the total cost benefits by framing the offer beyond just a price-per-tire focus (e.g., long-lasting tire performance, reduced downtime, fuel efficiency from low rolling resistance, etc.) Government entities are under increasing pressure to meet sustainability and climate goals. Michelin markets tires designed to reduce fuel use and emissions, retreading and recycling programs to cut waste, transparent sustainability data and reporting, support for green fleet initiatives. These align with mandates for environmentally responsible purchasing. In addition, Michelin tends to invest in webinars, white papers, and brochures tailored for procurement officials.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Michelin strategically leverages our social media presence across Facebook, Instagram, Twitter, and LinkedIn to engage with our audience and amplify our brand. For B2B partnerships and professional outreach, LinkedIn serves as our primary platform. Additionally, we utilize Marketing Cloud to deliver personalized and data-driven content tailored to customer purchase history, fleet segmentation, and specific product interests—enhancing engagement and driving measurable results.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contract to ensure products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors.</p> <p>Members recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to go out to bid. Sourcewell has done the bidding for the government entities, which simplifies the purchasing process. This process not only saves money but valuable time, as well.</p> <p>The Sourcewell name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Once awarded the contract, a Sourcewell participating entity would simply inform the servicing dealer that they are a member of Sourcewell to utilize the contract, and they will know what to do from there.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>This is a dealer driven type transaction so the e-procurement process would be predicated upon the servicing dealer.</p>

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Michelin provides value added services through a team of field engineers who can provide customers with technical application recommendations, training on tire selection and maintenance and fleet inspection assistance. This service is usually offered to Michelin customers who are actively using products and are routinely visited by field sales personnel. It is possible to attend Michelin training seminars which are generally offered to Michelin customers via the sales force account manager, typically costs associated with such training participation will be shared between Michelin and the customer.
42	Describe any technological advances that your proposed Solutions offer.	The keys to Michelin's product differentiation are our expertise in high-tech materials (polymers, biomaterials, recycling, rubber products, etc.) and cutting-edge industrial processes like 3D metal printing. Michelin equips 90% of its truck tires with radio-frequency identification chips to help fleets locate and monitor their supply in the warehouse and on the road. Michelin has also developed a design called Regenion Tread Sculpture, which uses alternating channel grooves that displace water more efficiently as the tire wears for better grip and braking on wet roads. With Michelin products, the customer will come to appreciate the cost return of investing in a high-quality tire.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Michelin has committed to reduced consumption of natural resources by using durable technologies to develop tires which can be retreaded multiple times ( Michelin Retread Technologies ), offering the industry a tremendous saving on disposal and waste processing. Energy line of tire products which are certified by the EPA using the "Smartway Testing" to verify a tires ability to meet higher levels of performance with fuel efficiency.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Energy line of tire products which are certified by the EPA using the "Smartway Testing" to verify a tires ability to meet higher levels of performance with fuel efficiency. Michelin is using more plant-based products to serve as replacements for traditional minerals ( oil/carbon ) which will limit depletion and reduce carbon emissions
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Globally recognized leader in the tire industry, dedicated to highest quality of product and service. Reputation as the standard in the industry for helping customers to get the most from their investment. Michelin Fleet Solutions can provide a customized offer to assist fleets with servicing/maintenance of tires from cradle to grave.

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Michelin does not possess nor qualify for any of these certifications.
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Michelin does not possess nor qualify for any of these certifications.
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Michelin does not possess nor qualify for any of these certifications.
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Michelin does not possess nor qualify for any of these certifications.
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Michelin does not possess nor qualify for any of these certifications.
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Michelin does not possess nor qualify for any of these certifications.
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Michelin does not possess nor qualify for any of these certifications.
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Michelin does not possess nor qualify for any of these certifications.
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Michelin does not possess nor qualify for any of these certifications.

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	First 15th Prox. terms which is an average of 30-day terms - all invoices in a given month are due on the 15th of the following month.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Michelin does offer both financing and leasing options for their products, particularly for fleet and commercial customers. Michelin does consumer financing through partners like Affirm and CarCareOne. However, the program is not included in this offer.
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Michelin requires each dealer to use a Government Sales Support Claims Form to verify each sales transaction with the Sourcewell participating entity. The claim form will include information that identifies the entity, the number of units sold, and the price of each unit. The dealer is required to certify the accuracy of the contents on the claim form. A copy of the claim form is in the attachment area of this submission.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card procurement and payment process is accepted by our dealer network. There is typically no additional cost to Sourcewell participating entities for using this process.

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	This offer includes Michelin's full line of products, to include Michelin, BFG, Uniroyal, Kleber, Megamile, Oliver, and Camso products, discounted off base price at a product category basis. See attachment for more details.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering specific discounts for each category of products. Examples: Truck Tires - 60% Passenger/Police Pursuit/Light Truck - 50% Agriculture - 50% Earthmover & Industrial - 50% Retreads - 50% Tweel - 50%	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or rebates are not included in this offer.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Because of our focus on the Michelin brand, we do not currently provide/facilitate sourced products or related services on a level of expectation that we would want to deliver to the customer.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The pricing we provide is strictly the price for the tire itself. Once awarded the contract, Sourcewell participating entities will become Michelin customers. As such, we provide our customers with engineering support and tire performance reviews on an as needed basis at no additional cost. This is to help our customers maximize the value of the Michelin family of products.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There is no additional cost to the Sourcewell participating entities for freight, delivery, or shipping.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There is no additional cost to the Sourcewell participating entities for freight, delivery, or shipping.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sourcewell participating entities will have the option of on-site delivery or service at the servicing Dealer (point of sale).	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Michelin's network of dealers are required to file government sales claims for each government sales transaction in the Michelin B2B website in order to get credit for their delivery commission and FET reimbursement. To successfully complete the on-line claim form, the dealer must include the price at which they sold the tire, which has to match the Sourcewell contract pricing that will be uploaded in our system. The dealer will also be required to select Sourcewell as their referencing contract in the claims process. We are then able to create reports from the dealer's on-line input that will give us sufficient detail to support our ability to report quarterly sales to Sourcewell.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	1. Units sold - tracked with our monthly government sales report. 2. Dealer utilization rate - also tracked using monthly report 3. Number of unique Sourcewell participating entities using the contract - tracked by the same monthly report.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	1.50% of sales	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Sourcewell's pricing offer will be as good as or better than that offered to existing cooperative contracts, state contracts, or agencies.

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Michelin offers new tires for every type of vehicle including automobiles, earthmovers, farm equipment, heavy-duty, and trucks. We also offer airless tires (Tweel) for certain off-road equipment, to include golf carts, ATV's, etc. These tires offer the advantage of no flats resulting in reduced downtime. Additionally, to maximize the Customers assets, we offer state of the art Retreads. Our Retreads follow a consistent, highly audited, nine-step manufacturing process to deliver uniform results. With a Michelin retread, you're getting a high-quality retread that's smart for your budget and environmentally friendly.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Energy product line offers fuel efficiency. Durable casing technology offers multiple retread capability. Wide based tire innovator replaced two tires with a single tire capable of offering fuel and servicing advantages in addition to vehicle performance advantages. Michelin Commercial Service Network offers commercial customers with highly trained technicians who can service Michelin products and also offer a 24/7 emergency road service assistance.
73	Describe any service contract options for the items included in your proposal.	Michelin North America, Inc. offers several service contract options, including the Michelin Promise Plan, which includes a 60-day satisfaction guarantee, three years of roadside assistance, and a limited mileage warranty. Michelin also offers various commercial tire services like MICHELIN ONCall for fleets, as well as a commercial service network with 24/7 coverage and a two-hour roll-out time target for tire service.

**Table 7B: Depth and Breadth of Offered Solutions**

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	On-Road Vehicles *	Off-Road Vehicles *	Equipment *	Tractors *	Trailers *	Implements *	Comments
74	New Tires	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Michelin offers multiple brands in this category				
75	Retread Tires	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Michelin offers both Michelin retread technology as well as Oliver				
76	Pneumatic Tires	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Same as new tires				
77	Solid Rubber Tires	<input type="radio"/> Yes <input checked="" type="radio"/> No	not offered					
78	High Performance Tires for Public Safety Applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Michelin has a dedicated Police Pursuit product line.				
79	Tires Composed of other Polymeric Compounds	<input type="radio"/> Yes <input checked="" type="radio"/> No	not offered					
80	Tire services, installation, balancing, repair, mounting	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Services are provided by the local Authorized Michelin Dealer.				
81	Tubes, Stems, Rims, Wheels, and related Equipment and Supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Tubes - Tubes are included in the price sheet. Other accessories are provided by the local Authorized Michelin Dealer.				

**Table 8: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the

zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Michelin Proposed Price List\_Sourcewell RFP 051525.xlsx - Thursday May 15, 2025 08:07:20
- [Financial Strength and Stability](#) - 2025 Financials.pdf - Tuesday May 13, 2025 12:08:39
- [Marketing Plan/Samples](#) - Michelin - Webinar Gov2025.pdf - Thursday May 15, 2025 10:45:35
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Transaction Form .pdf - Tuesday May 13, 2025 12:09:58
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Michelin Authorized Dealers & PDF Price File.zip - Thursday May 15, 2025 10:57:11

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Todd Hanlon, Vice President - Government & Military Sales, Michelin North America, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_RFP_051525_Tires_with_Related_Equipment_and_Supplies</b> Thu May 8 2025 08:12 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_RFP_051525_Tires_with_Related_Equipment_and_Supplies</b> Thu April 3 2025 02:57 PM	<input checked="" type="checkbox"/>	1