

City of Mesa Solicitation #2019209  
Michelin North America, Inc.

Table of Contents

|                                                                               |  |
|-------------------------------------------------------------------------------|--|
|                                                                               |  |
| Tab 1 – Letter of Transmittal                                                 |  |
| Tab 2 – Program Description and Method of Approach.                           |  |
| Tab 3. Pricing Forms                                                          |  |
| Tab 4. Qualifications (Abilities, Experience and Expertise).                  |  |
| Tab 5 – Product and Service Specifications. Quality and Service Requirements. |  |
| Tab 6 – Other Forms                                                           |  |
| Tab 7 – Other Documents                                                       |  |

# Tab 1

## Letter of Transmittal

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September 4, 2019

Brandy Anderson  
Procurement Officer  
City of Mesa  
Mesa City Plaza – Purchasing Division  
20 East Main Street, Suite 400  
Mesa, Arizona 85201

Re: City of Mesa Solicitation # 2019209 – Transmittal Letter

Dear Ms. Anderson,

Please find enclosed the proposal from Michelin North America, Inc. for the City of Mesa Solicitation # 2019209 in conjunction with OMNIA Partners. Per instructions in the "Response Format" Tab 1, listed below are the three items to be addressed in the transmittal letter:

1. Michelin North America, Inc. has a complete understanding of the work to be performed.
2. Michelin North America, Inc. commits to perform the service and/or provide the materials (as applicable) within the time period specified.
3. The names of key persons, representatives, and project managers who will be the main contacts for the City regarding this solicitation. Following is the person who will be the main contact:

John Cook  
Government Sales Contract Manager  
864-313-5120  
[john.cook@michelin.com](mailto:john.cook@michelin.com)

Thank you for the opportunity to submit this proposal. Your consideration is greatly appreciated.

Please let me know if you have any questions.

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Joe O'Connor  
Director, Government and Military Sales  
864-380-7000  
[joe.oconnor@michelin.com](mailto:joe.oconnor@michelin.com)

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Michelin North America, Inc.  
1 Parkway South / P.O. Box 19001  
Greenville, SC 29615

# Tab 2

## Program Description & Method of Approach

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## INSTRUCTIONS

### **TAB 2 - Program Description AND Method of Approach.**

Clearly define the services/materials offered and Respondent's method of approach including, but not limited to, the following criteria:

1. Provide a Response to the OMNIA Partner's National Cooperative Contract.
  - a. **Include a detailed Response to Attachment D, Exhibit A, OMNIA Partners' Response for National Cooperative Contract.**  
Responses should demonstrate a strong national presence, and describe:

#### **See Attachment D, Exhibit A.**

1. how Respondent will educate its national sales force about the contract,  
Sales force communications – salesforce.com, staff meetings, zone meetings, region meetings, individual communication.
  2. how products and services will be distributed nationwide,  
Through the Michelin Independent Dealer network. There are over 850 Dealer locations that have participated in the Michelin Government Sales Program.
  3. include a plan for marketing the products and services nationwide;  
Within 90 days, Michelin will collaborate with OMNIA Partners to develop a mutually beneficial sales strategy.
  4. describe how volume will be tracked and reported to OMNIA Partners'.  
A monthly report is generated that provides the tire sales information and will be reported per the Customer requirements.  
Sales are recorded when a government agency transaction is completed at an Authorized Michelin Dealer location and processed with the Government Sales System (process).
  5. discuss how Participating Public Agencies will receive the correct contract pricing  
Authorized Michelin Dealers have been trained on government sales transactions process, have access to the pricing, and will process sales transaction accordingly.  
In addition, the Michelin Contract Manager will review purchase reports for accuracy. If there is an error, the Dealer will be contacted and a correction made.
  6. if applicable, balance of line products and services offered related to tires, accessories and related services.  
This is not clear to me.
- b. The successful Respondent will be required to sign Attachment D, Exhibit B, OMNIA Partners' Administration Agreement.
    - Respondents should have any reviews required to sign the document completed prior to submitting its Response. **Completed**
    - **Each Response must include any proposed exceptions to the OMNIA Partners' Administration Agreement.**

## INSTRUCTIONS

- Exceptions to the OMNIA Partners' Administration Agreement will be treated and considered in the same manner as exceptions to this Solicitation document.

### **There will be exceptions – see attachment**

2. Provide a description of the product lines that can be provided by the Respondent.
  - Michelin Brand: Passenger, Lt Truck, Truck, Industrial, OTR-EM, and Agriculture tires
  - BFGoodrich Brand: Pursuit, Passenger, Lt Truck, and Truck tires
  - Uniroyal Brand: Passenger, Lt Truck, and Truck tires
  - Michelin Retreads
  - Several commercial services (Tire Care, On-call, etc.)
3. Provide a description of the services that can be provided by the Respondent.

Tire related services can be provided by authorized Michelin Independent Dealers. See Attachment A – National pricing worksheet for a list of services.
4. Describe how Respondent proposes to distribute the products/services nationwide.

Through the Michelin Independent Dealer network. There are over 850 Michelin Independent Dealer locations that have participated in the Michelin Government Sales Program.
5. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.

Michelin works with Independent Dealers and not subcontractors. There are over 850 Michelin Independent Dealer locations that have participated in the Michelin Government Sales program. Distribution/delivery processes vary depending on the type of product and service required. Some of the work is completed at the Dealers store, other work could take place at a location requested by the Customer. See the attached spreadsheet for Dealers that cover the Mesa, AZ area and the top 250 Dealers nationwide.
6. Provide the number, size and location of Respondent's distribution facilities, warehouses, and retail network as applicable.

Distribution centers: Information can be obtained at [www.michelinman.com](http://www.michelinman.com). Michelin's most recent addition to its distribution network is a facility greater than 3M feet. Retail network. Michelin provides products through authorized Michelin Dealers throughout the United States. Over 850 Dealers have participated in the Michelin Government Sales Program.
7. State any return and restocking policy, as well as any fees, if applicable, associated with returns.

Return fees are not charged for errors made by the Dealer.
8. Describe the Respondent's invoicing process. Answer, at a minimum, the following questions:

All transactions will be invoiced by the Michelin Independent Dealer that sold the tires and/or provided services.



## INSTRUCTIONS

Is electronic invoicing available? If it is available by the Michelin Independent Dealer that completed the transaction.

Is summary invoicing available? If it is available by the Michelin Independent Dealer that completed the transaction.

Are there other options on how an agency may receive an invoice from Respondent?

All transactions will be invoiced by the Dealer that sold the tires and/or provided services.

9. Describe the Respondent's delivery commitment:

a. What is its fill rate guarantee?

There is not a guaranteed fill rate.

Michelin and its Independent Dealer network will strive to ensure product is available at all times.

Most commonly used tires are readily available from the Dealer. Dealers work together with the garage fleet managers to obtain future needs (forecast) to ensure adequate supply is maintained

Michelin Commercial Service Network Dealers are required by their agreement with Michelin to carry certain tires in inventory at all times. They are audited periodically.

b. What are the delivery days?

It varies by Dealer and the Customer's needs.

Many transactions take place at the Dealers store when the agency purchases tires and/or service.

c. Does Respondent offer same or next day delivery?

Yes, in many cases, depending on the location.

d. How does the Respondent facilitate emergency orders?

Orders are placed with the local Michelin independent Dealer that can:

- Pull tires from inventory.
- Order tires directly from Michelin for expedited delivery
- Order tires from a local Michelin distributor that provides same day delivery.

e. Describe Respondent's process for how delivery problems are resolved (such as a customer ordering a wrong product or a customer receiving a defective product).

Work with the Dealer that provided the tire to resolve the issue.

f. What is Respondent's average product availability? Please include a statement of your company's product availability standards.

???

MSPN Dealers are required by their agreement to carry certain tires at all times. They are audited periodically.

## INSTRUCTIONS

10. Describe the types of customer service available to participating public agencies that will use this contract:

- a. Is online support available? Yes, through Michelin Customer Service and Michelin Dealers
- b. Is phone support available? Yes, through Michelin Customer Service and Michelin Dealers
- c. Can participating public agencies request a dedicated service representative or a dedicated service team? John Cook is the Michelin Contract Manager and will serve as the point of contact for all agencies participating with this contract.

If a dedicated customer service representative or team are assigned to work on agency's contract, what types of services does the representative/team provide?  
It varies depending on the Customer's needs. Included are providing purchase reports, training, information (new tires, new process, etc.), pricing, answer questions, assist in fixing errors, serve as main contact and other support as required.

How do they help the customer manage its account? See above

- d. How are customer service problems resolved?  
The government agency, Dealer, Michelin Contract Mgr., and Michelin Customer Service (if needed) work together to resolve problems
- e. What are the locations and hours of availability for local and national support?  
They vary depending on the Dealer's business and market. Dealer locators containing specific information are available at [www.michelinman.com](http://www.michelinman.com) and [www.michelintruck.com](http://www.michelintruck.com).
- g. What, if any, response time is guaranteed when a customer service request is made?  
Our target is to contact the Customer within 24 business hours.
- g. Does Respondent measure or track the success of its customer service program? If so, how is this done, and what were the most recent findings?  
Surveys administered by an independent company are conducted periodically with some Customers to find out their level of satisfaction and a "Net Promotor Score" is established based on the results. This information is used to improve areas of opportunity.
- h. Describe in detail Respondent's ability to hold/warehouse customers' orders and if there are any costs associated. Government agencies will work with the local Michelin Independent Dealer on this.

## INSTRUCTIONS

11. Provide any key warranty information specifically on items, referenced in the Pricing Forms. Warranty information should include:
  - length of product and service warranties (in both months and mileage); See warranty books, available upon request
  - description of coverage for all products/parts, labor and services; See warranty books, available upon request
  - restrictions and limitations; whether warranty services for items made by other manufacturers are covered. See warranty books, available upon request
  - describe how Respondent will assist customers in warranty processing and any warranty issues, Work with an authorized Michelin Dealer
  - as well as any exchange or return policies and processes. Work with the Michelin Dealer that completed the original transaction
  
12. Describe if and how Respondent would handle tire retreads and casing credits for tire retreads. Government agencies would work with a Michelin Dealer that sells Michelin retreads.
  
13. Describe any other services Respondent offers that would be applicable to this contract. In addition to regular tire related services, Michelin offers through its Dealer network Michelin "Tire Care" provides a fleet tire maintenance program that helps maximize uptime and get the most out of tires. There is a fee for this service. See pricing attachment.
  
14. Describe options for various payment methods accepted by Respondent. Payment will be made to the Michelin Independent Dealer at the time of the transaction. The Dealer will process the transaction through the Michelin sales process system.
  
15. Identify the process, policies, or procedures used by the manufacturer to mitigate the risk of running short of the materials needed to produce the tire products required to meet the needs of the City and any participating public agencies. The Michelin Purchasing Department works closely with its suppliers to ensure materials are available, taking into consideration the market demand among other things.
  
16. How does the manufacturer ensure that the dealer network will be effective in responding to tire availability, delivery, and pricing problems? Contract commitment, audits, regular communication, feedback from agencies.
  
17. How will Respondent company ensure that the dealer network is complying with the terms of the contract related to liability insurance requirements and warranty issues? Regular contact, audit by Michelin contract manager, sales personnel



# Tab 4

## Qualifications (Abilities, Experience and Expertise)

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## INSTRUCTIONS

### **TAB 4 - Qualifications. (Abilities, Experience and Expertise).**

The following information should be included:

1. Provide a summary of Respondent's experience in performing work similar to that outlined in this Solicitation. Michelin has been in business for more than 120 years, 69 in the United States. During that time Michelin has had many multi-year contracts with various government agencies similar to this solicitation.
  
  2. Provide a brief history and description of Respondent firm. Discuss firm's national presence in the tire and service industry. Michelin has been in business for more than 120 years, 69 in the United States. Michelin manufactures and sells a full line of tires, retreads, and selected services. There are over 850 authorized Michelin Independent Dealers throughout the United States that have participated in the Michelin Government Sales Program.
  
  3. Provide the total number and location of salespersons employed by Respondent. Michelin field sales force exceeds 150 people located throughout the U.S. market.
  
  4. Provide the number and location of distributors and sales locations. There are over 850 authorized Michelin Independent Dealers throughout the United States that have participated in the Michelin Government Sales Program See the attached document containing Dealers servicing the Mesa market and the top 250 Dealers in the U.S.
  
  5. Provide a minimum of three (3) references for which Respondent provided the same services/materials. Please include the reference's company name, address, contact person, phone number, email address and dates of service. References from other public agencies, particularly municipal governments, are preferred. See attachment C – Respondent Questionnaire
  
  6. Provide resumés and three (3) references (preferably from the public sector) for the primary customer service representative(s) who would work on the contract. Resumés shall include:
    - their title within the organization,
    - a description of the type of work they would perform,
    - as well as each individual's credentials, background, years of experience and relevant work experience.See attachment C – Respondent Questionnaire
- References should include the
- contact's name,
  - phone number,
  - email,
  - position,
  - organization, and
  - the work which the customer service representative(s) performed for the reference. See resume. RFPs, RFP response, manage contract, serve as contact point, provide purchase reports, manage the payment of administrative fees.



John Cook  
Michelin North America, Inc.  
Government Sales Contract Manager

John joined Michelin in 1980. He has served in sales and marketing positions, both in the field and Corporate Office. Positions include:

- Sales Representative
- Key Account Manager serving several large Customers
- Region Sales Manager – North Central United States
- Sales Force Development/Training Manger
- Operations Manager
- Sales Force Communications Manager
- Sales Process Manager
- Government Sales Business Analyst
- Government Sales Contract Manager

In his current assignment, John is responsible for managing state, local, and cooperative government contracts, along with sales reports and administrative fee payments. His current responsibilities include:

- Managing RFPs, Proposals, and Contracts. He works with multiple departments for their input and approval
- Purchase Reports – complete and send to the Customer per their requirements.
- Administrative Fee Payments – all elements.
- Authorized Dealer List – create and distribute the list, update as necessary, and maintain Authorized Dealer Agreements when required.
- Price List – work with the Pricing Manager to obtain and distribute updated price lists that include new products.
- Contract Files – maintain contracts per Customer requirements and Michelin document management policy
- Point of Contact – serve as the contact person for government agencies, Dealers, sales personnel, and others on contract matters.

John was born and raised in Missouri. He graduated from Southwest Missouri State University with a Bachelor of Science Degree in Marketing.

Please see Attachment C Respondent Questionnaire for references.



**ATTACHMENT C**  
**RESPONDENT QUESTIONNAIRE**

|                                                                                                                                                                                                                            |                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Respondent Company Name/ DBA: Michelin North America, Inc.<br>Michelin North America, Inc                                                                                                                                  |                                                 |
| Years in business providing similar services: 69 years in the United States                                                                                                                                                |                                                 |
| Contractor's License No(s): N/A<br>(Submit a copy with the Response)                                                                                                                                                       |                                                 |
| Type: N/A                                                                                                                                                                                                                  |                                                 |
| Number of employees at location that would serve under a contract from the Solicitation: Over 1,000 employees work at the Michelin Corporate Office in Greenville, SC.                                                     |                                                 |
| Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. <b>At least one reference should be comparable in size to the City's proposed contract.</b> |                                                 |
| Firm/Government Agency Name: State of North Carolina                                                                                                                                                                       |                                                 |
| Contact Person: David O'Neal, Contract Administrator.                                                                                                                                                                      | Phone: 919-807-4534                             |
| Address:<br>116 West Jones St.<br>Raleigh, NC 27699                                                                                                                                                                        | Fax: 919-807-4510                               |
|                                                                                                                                                                                                                            | E-Mail Address: david.o-neal@doa.nc.gov         |
| \$ Value of Work, Supplies/Services and Dates Provided:<br>Value: In excess of \$5,700,000. Supplies/Services: Tires and related services. Dates: Since 2013.                                                              |                                                 |
| Firm/Government Agency Name: Commonwealth of Pennsylvania                                                                                                                                                                  |                                                 |
| Contact Person: Ralph Constance, Commodity Specialist                                                                                                                                                                      | Phone: 717-703-2931                             |
| Address:<br>555 Walnut St., 6 <sup>th</sup> Floor<br>Harrisburg, PA 17101                                                                                                                                                  | Fax: 717-346-3820                               |
|                                                                                                                                                                                                                            | E-Mail Address: rconstance@pa.gov               |
| \$ Value of Work, Supplies/Services and Dates Provided:<br>Value: In excess of \$1,900,000. Supplies/Services: Tires and related services. Dates: Since 2010.                                                              |                                                 |
| Firm/Government Agency Name: Commonwealth of Virginia                                                                                                                                                                      |                                                 |
| Contact Person: Dennis Donahue, Contract Manager                                                                                                                                                                           | Phone: 804-786-5410                             |
| Address:<br>1111 East Broad St.<br>Richmond, VA 23218                                                                                                                                                                      | Fax: 804-786-5413                               |
|                                                                                                                                                                                                                            | E-Mail Address: dennis.donahue@dgs.virginia.gov |
| \$ Value of Work, Supplies/Services and Dates Provided:<br>Value: In excess of \$5,500,000. Supplies/Services: Tires and related services. Dates: Since 2010.                                                              |                                                 |
| List any other information which may be helpful in determining your qualifications for a potential contract:                                                                                                               |                                                 |
| Michelin executes over 100,000 transactions per year exceeding 553,000 units (all products).                                                                                                                               |                                                 |
| All Michelin transactions (tires and services) will be completed by Michelin Independent Dealers.                                                                                                                          |                                                 |

# Tab 5

Product & Service Specifications  
Quality & Service Requirements

## INSTRUCTIONS

**TAB 5** – The following information should be included:

1. Include a response for Product and Service Specifications outlined in the Scope of Work  
Michelin complies with the requirements outlined in the scope of work, with the exception of tires delivered must be no older than one year. (see exception request)
2. Include a response for Quality and Service Requirements outlined in the Scope of Work  
Through the Michelin independent Dealer holds Dealer to industry standards with quality of work. See FSA addendum wording.  
Michelin requires their Dealers to adhere to appropriate procedures to ensure they perform their sales and services in accordance with Michelin's guidelines and in accordance with government contracts.



**REQUIRED RESPONSE FORMS**

**VENDOR INFORMATION**

Company Legal/Corporate Name: Michelin North America, Inc.

Doing Business As (if different than above): \_\_\_\_\_

Address: One Parkway South

City: Greenville State: SC Zip: 29615

Phone: 864-458-5000 Fax: 864-458-5119

E-Mail Address: john.cook@michelin.com Website: www.michelinman.com

DUNS # 001667161 State Where Business Entity Was Formed: NY

Remit to Address (if different than above): Order from Address (if different from above):

Address: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact for Questions about this bid:

Name: John Cook Title: Government Sales Contract Manager

Phone: 864-313-5120 E-Mail Address: john.cook@michelin.com

Day-to-Day Project Contact (if awarded):

Name: John Cook Title: Government Sales Contract Manager

Phone: 864-313-5120 E-Mail Address: john.cook@michelin.com

Sales/Use Tax Information (check one).

Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)

State Sales Tax Number: 07-289140  
City Sales Tax Number: N/A City of: N/A AZ  
Applicable Tax Rate: N/A%

Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_  
City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_ AZ  
Applicable Tax Rate: \_\_\_\_\_%



**EXCEPTIONS & CONFIDENTIAL INFORMATION**

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

**Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.**

**\*Special Note – Any material exceptions taken to the City’s Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

- No exceptions
- Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

See attachment

Confidential/Proprietary Information (mark one).

- No confidential/proprietary materials have been included with this Response.
- Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

City of Mesa  
Michelin North America, Inc.  
Exception Requests Summary

**See redline version of the RFP for details**

**City of Mesa RFP Document – Scope of Work**

- #6a. Page 16. All tires must have been produced or manufactured within one (1) year prior to delivery.
- #6b. Page 17. All tubes must have been produced or manufactured within one (1) year prior to delivery.
- #7d. Page 19. Product Guarantee and Adjustment. Michelin requests to use its own standard warranty.
- 12e. Page 21. Types and amounts of insurance. 3<sup>rd</sup> paragraph from the bottom. Language has been added.

**City of Mesa Exhibit 1 – Draft Agreement**

- #3. Page 28. Orders. Orders placed with the Dealer, not Michelin.
- #5. Page 28. Payment. Payment will be made directly to the Dealer at time of purchase/service.
- #5.5. Page 29. Invoices. Provide by Dealer.
- #17b. Page 39. Remedies. Liquidated damages.
- #24. Page 40. Indemnification
- #25. Page 41. Warranty
- #36. Page 42. Proprietary Rights Indemnification.

**OMNIA Partners**

**Exhibit A – Response for National Cooperative Contract.**

- #1.2. Page 4. Administrative fee %
- #2.1. Page 5. Corporate Commitment. Language changes.
- 2.2. Page 6. Pricing Commitment. Language changes.
- 2.3. Page 6. Sales Commitment. Language changes.
- M. Page 11. Payment based on actual sales.

**Exhibit B - Administrative Agreement**

- #9. Page 13. Language changes.
- #11. Page 14. Language changes.
- #12. Page 14. Administrative fee %
- #13. Pages 14&15. Report due date.
- #14. Page 15. Payment due date.
- #15. Page 15. Language change
- #18. Page 18&19. Language change

Note: Supplier responses for section 3.0 pages 6-10 are included in the redline version.

**GENERAL QUESTIONNAIRE**

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"?  Yes  No
  
2. Delivery. Delivery, as stated in Detailed Specifications, can be met.  Yes  No  
If no, specify number of days for delivery \_\_\_\_\_
  
3. Payment terms. Payment Due (Not less than net 30 days): See exception request - paid to Dealer at time of purchase.  
Payment Discount of 0% if invoices are paid within N/A days of receipt.
  
4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?  
 Yes  No (Marking a "no" answer will not disqualify your Response.)  
Discount for Procurement Card Purchases? 0%
  
5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.
  
6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?  
 Yes  No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing) or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

**Acknowledgement of Receipt and Consideration of Addenda (if applicable):**

Addenda # 1  2  3  4



**LAWFUL PRESENCE AFFIDAVIT**

**CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an LLC, a Corporation or a Partnership as indicated on your W-9. (Please include a copy of your W-9)

**COMPLETE THIS AFFIDAVIT IF:** Respondent is an Individual (Natural Person) or a Sole Proprietor as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

- 1. **Arizona driver license issued after 1996.**  
Print first 4 numbers/letters from license: \_\_\_\_\_
- 2. **Arizona non-operating identification license.**  
Print first 4 numbers/letters: \_\_\_\_\_
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- 4. **United States Certificate of Birth abroad.**  
Year of birth: \_\_\_\_\_ Place of birth: \_\_\_\_\_
- 5. **United States passport.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- 6. **Foreign passport with a United States Visa.**  
Print first 4 numbers/letters on Passport: \_\_\_\_\_  
Print first 4 numbers/letters on Visa: \_\_\_\_\_
- 7. **I-94 form with a photograph.**  
Print first 4 numbers on I-94: \_\_\_\_\_
- 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_ Refugee Country: \_\_\_\_\_
- 10. **United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- 11. **United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_ Place of Issuance: \_\_\_\_\_
- 12. **Tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_ Name of Tribe: \_\_\_\_\_
- 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Joe O'Connor  
Signature  
Joe O'Connor  
Print Name  
9/4/19  
Date

Michelin North America, Inc.  
Business/Company Name

Verification of Attachment by City Staff:

\_\_\_\_\_  
Signature Date




## RESPONDENT CERTIFICATION

**By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:**

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
  - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
  - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
  - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

**ACCEPTED AND AGREED TO BY RESPONDENT:**

Company Name: Michelin North America, Inc.

Signature: 

Printed Name: Joe O'Connor

Title: Director, Government and Military Sales

Date: 9/4/19

**ATTACHMENT C**  
**RESPONDENT QUESTIONNAIRE**

|                                                                                                                                                                                                                            |                                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Respondent Company Name/ DBA: Michelin North America, Inc.<br>Michelin North America, Inc                                                                                                                                  |                                                 |
| Years in business providing similar services: 69 years in the United States                                                                                                                                                |                                                 |
| Contractor's License No(s): N/A<br>(Submit a copy with the Response)                                                                                                                                                       |                                                 |
| Type: N/A                                                                                                                                                                                                                  |                                                 |
| Number of employees at location that would serve under a contract from the Solicitation: Over 1,000 employees work at the Michelin Corporate Office in Greenville, SC.                                                     |                                                 |
| Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. <b>At least one reference should be comparable in size to the City's proposed contract.</b> |                                                 |
| Firm/Government Agency Name: State of North Carolina                                                                                                                                                                       |                                                 |
| Contact Person: David O'Neal, Contract Administrator.                                                                                                                                                                      | Phone: 919-807-4534                             |
| Address:<br>116 West Jones St.<br>Raleigh, NC 27699                                                                                                                                                                        | Fax: 919-807-4510                               |
|                                                                                                                                                                                                                            | E-Mail Address: david.o-neal@doa.nc.gov         |
| \$ Value of Work, Supplies/Services and Dates Provided:<br>Value: In excess of \$5,700,000. Supplies/Services: Tires and related services. Dates: Since 2013.                                                              |                                                 |
| Firm/Government Agency Name: Commonwealth of Pennsylvania                                                                                                                                                                  |                                                 |
| Contact Person: Ralph Constance, Commodity Specialist                                                                                                                                                                      | Phone: 717-703-2931                             |
| Address:<br>555 Walnut St., 6 <sup>th</sup> Floor<br>Harrisburg, PA 17101                                                                                                                                                  | Fax: 717-346-3820                               |
|                                                                                                                                                                                                                            | E-Mail Address: rconstance@pa.gov               |
| \$ Value of Work, Supplies/Services and Dates Provided:<br>Value: In excess of \$1,900,000. Supplies/Services: Tires and related services. Dates: Since 2010.                                                              |                                                 |
| Firm/Government Agency Name: Commonwealth of Virginia                                                                                                                                                                      |                                                 |
| Contact Person: Dennis Donahue, Contract Manager                                                                                                                                                                           | Phone: 804-786-5410                             |
| Address:<br>1111 East Broad St.<br>Richmond, VA 23218                                                                                                                                                                      | Fax: 804-786-5413                               |
|                                                                                                                                                                                                                            | E-Mail Address: dennis.donahue@dgs.virginia.gov |
| \$ Value of Work, Supplies/Services and Dates Provided:<br>Value: In excess of \$5,500,000. Supplies/Services: Tires and related services. Dates: Since 2010.                                                              |                                                 |
| List any other information which may be helpful in determining your qualifications for a potential contract:                                                                                                               |                                                 |
| Michelin executes over 100,000 transactions per year exceeding 553,000 units (all products).                                                                                                                               |                                                 |
| All Michelin transactions (tires and services) will be completed by Michelin Independent Dealers.                                                                                                                          |                                                 |



## NOTICE OF SOLICITATION

SOLICITATION # 2019209

Publish Date: July 9, 2019

**REQUEST FOR PROPOSAL FOR: VEHICLE TIRES, ACCESSORIES AND RELATED SERVICES**

**PROPOSAL DUE DATE AND TIME: SEPTEMBER 4, 2019 – 3:00 P.M. LOCAL ARIZONA TIME**

Notice is hereby given sealed proposals (Responses) will be received by the Purchasing Division, City of Mesa, Mesa City Plaza, 20 East Main Street, Suite #400, Mesa, Arizona 85201, until the date and time cited above. Proposals received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

|                                    |                                                |
|------------------------------------|------------------------------------------------|
| Issue Request for Proposals        | July 9, 2019                                   |
| Pre-Proposal Conference (Optional) | July 25, 2019 – 1:00 pm local Arizona time     |
| Questions due from Proposers       | August 6, 2019 – 3:00 pm local Arizona time    |
| City of Mesa Response to Questions | August 14, 2019                                |
| Proposal Due Date                  | September 4, 2019 – 3:00 pm local Arizona time |

Note: This Solicitation involves the purchase of materials/services that will be made available nationally, to a variety of public sector agencies, as a cooperative purchase contract through the OMNIA Partners purchasing organization. The City of Mesa ("City") will serve as the Principal Procurement Agency (lead agency), responsible for competitively soliciting and awarding the resulting contract. The winning Respondent(s); (a) will be required to enter into agreements with both OMNIA Partners and the City; and (b) may enter into separate agreements for cooperative purchases with other public sector agencies (participating public agencies).

**PRE-PROPOSAL CONFERENCE / SITE VISIT:**

**Date and Time:** July 25, 2019 at 1:00 PM (AZ Time)

**Location:** City of Mesa – Mesa City Plaza  
20 E Main Street, Conference Room 450 South  
Mesa, AZ 85201  
Teleconference Number: 480-644-6120; PIN 319405

The pre-proposal conference provides interested parties an opportunity to discuss the City and OMNIA Partner's needs and to ask questions. If there are changes to the solicitation document as a result of the pre-proposal conference, an addendum will be issued.

**The City strongly encourages interested parties attend the pre-proposal conference.**

Please read the entire Solicitation package and submit the Response in accordance with the instructions. This document and any required Response documents, attachments, and submissions will constitute the proposal (Response). Proposal envelopes with insufficient postage will not be accepted by the City of Mesa.

Responses must be in the actual possession of the Purchasing Division Office ("Purchasing") at the location indicated, on or prior to the exact date and time indicated above. Late submittals shall not be considered under any circumstances.



## **NOTICE OF SOLICITATION**

Questions concerning this Solicitation should be directed, IN WRITING, to the following Purchasing contacts or their designees:

**Technical Questions:**

**Brandy Andersen, CPPB, MPA**

Procurement Officer

PHONE: 480-644-6426

FAX: (480) 644-2655

[brandy.andersen@mesaaz.gov](mailto:brandy.andersen@mesaaz.gov)

**General or Process Questions:**

**Evan Karl**

Procurement Specialist

PHONE: 480-644-2356

FAX: (480) 644-2655

[evan.karl@mesaaz.gov](mailto:evan.karl@mesaaz.gov)

**NOTE:** THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: <http://www.mesaaz.gov/business/purchasing>

**All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to <http://mesaaz.gov/business/purchasing/vendor-self-service>.**

## **TABLE OF CONTENTS**

|                                                        | <b><u>PAGE</u></b> |
|--------------------------------------------------------|--------------------|
| <b>NOTICE</b>                                          | 1-2                |
| <b>TABLE OF CONTENTS</b>                               | 3                  |
| <b>SECTIONS:</b>                                       |                    |
| INSTRUCTIONS                                           | 4-13               |
| SCOPE OF WORK                                          | 14-21              |
| <b>ATTACHMENTS:</b>                                    |                    |
| ATTACHMENT A      PRICING                              | 22                 |
| ATTACHMENT B      REQUIRED RESPONSE FORMS<br>(5 pages) | 23                 |
| ATTACHMENT C      RESPONDENT QUESTIONNAIRE             | 24                 |
| ATTACHMENT D      OMNIA PARTNERS                       | 25                 |
| <b>EXHIBITS:</b>                                       |                    |
| EXHIBIT 1          DRAFT CONTRACT                      | 26-44              |
| EXHIBIT 2          MAILING LABEL                       | 45                 |

## **INSTRUCTIONS**

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be accepted until the date and time the Response is due. Capitalized terms in this Solicitation, if not specifically defined in the Solicitation, will have the same definition as set forth in the City of Mesa Procurement Rules ("Procurement Rule(s)").
2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer for the Solicitation or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time for Responses may be answered at the discretion of the City.
3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents will have the option to submit their Responses either electronically or physically through hard copy Response. Respondents shall provide their Responses in accordance with the following form and content requirements:

### **ELECTRONIC RESPONSE:**

- a. Responses shall be submitted through the City of Mesa's Purchasing Website at <http://www.mesaaz.gov/business/purchasing/bid-opportunities> under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
- b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

**OR**

### **HARD COPY RESPONSE:**

- d. Submit **one (1) signed original hardcopy** of the Response and all Response documents along with **three (3) copies** of such. Do **not** use spiral binding or comb binding on Responses or any Response documents. Three-ring binders are preferred for large submissions.
- e. Submit **two (2) flash drives** providing the Response and all Response documents in PDF, Word, and Excel (utilize Excel only if spreadsheets/graphs/charts are included as a part of the Response).
- f. All Responses must be signed, sealed and addressed to the Purchasing Division and Respondents shall address all Responses identified with a shipping address, serial number, and title in the following manner:

City of Mesa  
Mesa City Plaza - Purchasing Division  
20 East Main Street, Suite 400  
Mesa, Arizona 85201

### **RFP No. 2019209 - VEHICLE TIRES, ACCESSORIES AND RELATED SERVICES**

- g. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.
- h. Responses should be specific to the Solicitation and present details on all requested

## INSTRUCTIONS

information in a concise manner.

4. **RESPONSE FORMAT:**

**Table of Contents.** Identify contents by tab and page number

**TAB 1 - Letter of Transmittal.** A brief letter of transmittal should be submitted that includes the following information:

1. The Respondent's understanding of the work to be performed.
2. A positive commitment to perform the service and/or provide the materials (as applicable) within the time period specified.
3. The names of key persons, representatives, and project managers who will be the main contacts for the City regarding this Solicitation.

**TAB 2 - Program Description AND Method of Approach.** Clearly define the services/materials offered and Respondent's method of approach including, but not limited, to the following criteria:

1. Provide a Response to the OMNIA Partner's National Cooperative Contract.
  - a. Include a detailed Response to Attachment D, Exhibit A, OMNIA Partners' Response for National Cooperative Contract. Responses should demonstrate a strong national presence, and describe: how Respondent will educate its national sales force about the contract, how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide; and describe how volume will be tracked and reported to OMNIA Partners'. Also discuss how Participating Public Agencies will receive the correct contract pricing and, if applicable, balance of line products and services offered related to tires, accessories and related services.
  - b. The successful Respondent will be required to sign Attachment D, Exhibit B, OMNIA Partners' Administration Agreement. Respondents should have any reviews required to sign the document completed prior to submitting its Response. Each Response must include any proposed exceptions to the OMNIA Partners' Administration Agreement. Exceptions to the OMNIA Partners' Administration Agreement will be treated and considered in the same manner as exceptions to this Solicitation document.
2. Provide a description of the product lines that can be provided by the Respondent.
3. Provide a description of the services that can be provided by the Respondent.
4. Describe how Respondent proposes to distribute the products/services nationwide.
5. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.
6. Provide the number, size and location of Respondent's distribution facilities, warehouses, and retail network as applicable.
7. State any return and restocking policy, as well as any fees, if applicable, associated with returns.
8. Describe the Respondent's invoicing process. Answer, at a minimum, the following questions: Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency may receive an invoice from Respondent?
9. Describe the Respondent's delivery commitment:
  - a. What is its fill rate guarantee?
  - b. What are the delivery days?
  - c. Does Respondent offer same or next day delivery?
  - d. How does the Respondent facilitate emergency orders?
  - e. Describe Respondent's process for how delivery problems are resolved (such as a customer ordering a wrong product or a customer receiving a defective product).
  - f. What is Respondent's average product availability? Please include a statement of your company's product availability standards.
10. Describe the types of customer service available to participating public agencies that will use this contract:

## **INSTRUCTIONS**

- a. Is online support available?
  - b. Is phone support available?
  - c. Can participating public agencies request a dedicated service representative or a dedicated service team? If a dedicated customer service representative or team are assigned to work on agency's contract, what types of services does the representative/team provide? How do they help the customer manage its account?
  - d. How are customer service problems resolved?
  - e. What are the locations and hours of availability for local and national support?
  - f. What, if any, response time is guaranteed when a customer service request is made?
  - g. Does Respondent measure or track the success of its customer service program? If so, how is this done, and what were the most recent findings?
  - h. Describe in detail Respondent's ability to hold/warehouse customers' orders and if there are any costs associated.
11. Provide any key warranty information specifically on items, referenced in the Pricing Forms. Warranty information should include: length of product and service warranties (in both months and mileage); description of coverage for all products/parts, labor and services; restrictions and limitations; whether warranty services for items made by other manufacturers are covered. In addition, describe how Respondent will assist customers in warranty processing and any warranty issues, as well as any exchange or return policies and processes.
  12. Describe if and how Respondent would handle tire retreads and casing credits for tire retreads.
  13. Describe any other services Respondent offers that would be applicable to this contract.
  14. Describe options for various payment methods accepted by Respondent.
  15. Identify the process, policies, or procedures used by the manufacturer to mitigate the risk of running short of the materials needed to produce the tire products required to meet the needs of the City and any participating public agencies.
  16. How does the manufacturer ensure that the dealer network will be effective in responding to tire availability, delivery, and pricing problems?
  17. How will Respondent company ensure that the dealer network is complying with the terms of the contract related to liability insurance requirements and warranty issues?

**TAB 3 - Pricing Forms.** The cost portion of the Response must include the following criteria:

1. Provide the price proposal as requested on the Pricing Document (Attachment A – "National" TAB) attached herein. In addition to indicating proposed discounts on the National Pricing Tab in Attachment A, Respondent must also apply those discounts to the sample items listed in the City of Mesa's Market Basket tab listed in Attachment A.
2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, procurement card (p-card) or expedited payment discounts, total annual spend, or any other available discounts.

**TAB 4 - Qualifications. (Abilities, Experience and Expertise).** The following information should be included:

1. Provide a summary of Respondent's experience in performing work similar to that outlined in this Solicitation.
2. Provide a brief history and description of Respondent firm. Discuss firm's national presence in the tire and service industry.
3. Provide the total number and location of salespersons employed by Respondent.
4. Provide the number and location of distributors and sales locations.
5. Provide a minimum of three (3) references for which Respondent provided the same services/materials. Please include the reference's company name, address, contact person, phone number, email address and dates of service. References from other public agencies, particularly municipal governments, are preferred.
6. Provide resumés and three (3) references (preferably from the public sector) for the primary customer service representative(s) who would work on the contract. Resumés shall include their title within the organization, a description of the type of work they would perform, as



## INSTRUCTIONS

well as each individual's credentials, background, years of experience and relevant work experience. References should include the contact's name, phone number, email, position, organization, and the work which the customer service representative(s) performed for the reference.

**TAB 5** – The following information should be included:

1. Include a response for Product and Service Specifications outlined in the Scope of Work
2. Include a response for Quality and Service Requirements outlined in the Scope of Work

**TAB 6 - Other Forms.** The following forms should be completed and signed:

1. Vendor Information form
2. Exceptions & Confidential Information form
3. General Questionnaire form
4. Lawful Presence Affidavit
5. Respondent Certification form (Offer and Acceptance)
6. Respondent Questionnaire
7. W-9 Form. All Responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify a Response; however, the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.

- Response will be sent in time to be received by the City before Response Due Date and time.
- Original and proper number of copies submitted
- Response container properly labeled
- Pricing, math (double-checked by Respondent), form completed and included (Attachment A)
- Required Response Forms completed and included (Attachment B)
- Respondent Questionnaire form completed and included (Attachment C)
- Response to OMNIA Partners' National Program (Attachment D)
- W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Warranty information, as applicable

6. **ADDENDA:** Any changes to the Solicitation document will be in the form of an addendum. Addenda are posted on the City website. Respondents and interested parties are cautioned to check the Purchasing Website or the Vendor Self-Service portal for addenda prior to submitting their response. The City will not be held responsible if a contractor fails to receive any addenda issued. No oral changes will be made by the City to the Solicitation requirements. *The City shall not be responsible for any oral changes to Solicitation made by any employee or officer of the City and Respondents are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.

7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted, and will record the names and other information as specified by law and rule. No responsibility will attach to the City, its employees, officers, representatives or agents for premature opening of a Response that is not properly addressed and identified. All Responses become the property of the City and will not be returned except in the case of a late submission. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the Procurement Rules.

8. **LATE RESPONSES:** Respondent assumes responsibility for having the Response delivered on time at the place specified. All Responses received after the Response Due Date and time shall

## **INSTRUCTIONS**

not be considered and will be returned unopened to the Respondent. Respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City, or any private courier or other delivery service, regardless whether sent by mail or by means of personal delivery. Respondents must allow adequate time to accommodate all registration and security screenings at the delivery site; a valid photo I.D. may be required. It shall not be sufficient to show that Respondent mailed or commenced delivery before the due date and time as the Response must be received by the City prior to the specified date/time. All times listed in the Solicitation are Mesa, Arizona local times. Respondents agree to accept the time stamp in the City's Purchasing Office as the official time.

9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon Respondent and the City. Examples of where an extension or amendment may be necessary include but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent; or (iii) the City needing additional time to review Responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, that is made between any person or affiliates seeking an award from this Solicitation and the City (including, but not limited to, City Council members, City employees, and consultants hired to assist the City in the Solicitation), is strictly prohibited.

This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council regular meeting, study session, or committee meeting, or proposes to limit rights otherwise guaranteed a Respondent by law.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations provided pursuant to the Solicitation, requests for Best and Final Offers (as set forth in the Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract, which is a "public benefit" as defined in 8 USC Section 1621, must demonstrate they are lawfully present in the United States. A person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and provide the necessary documentation may be deemed non-responsive.

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work prior to the City's final approval and execution of the contract, does so at its own risk and may not be paid for such work.

13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses

## **INSTRUCTIONS**

before submission, as amendments to or withdrawal of Responses submitted after the time specified for opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.

14. **FORM AND CONTENT OF RESPONSES:** Responses may be submitted as indicated in Section 3 of the Instructions, which may be mailed, hand-delivered, or, depending on the language of Section 3, include on-line submissions (if the option is indicated). E-mail or fax submissions will not be accepted. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided and in the format required by the Solicitation. An original and the designated number of copies of each Response are required. Responses, including modifications, must be submitted in ink, typed, electronic, or printed form and signed by an authorized representative of the Respondent. Please line through and initial rather than erase any changes. *Any modifications or exceptions Respondent requests the City to accept to the Solicitation must be identified in the "Exceptions" section of the required response forms; please see Section 19 of the Instructions for more information. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent.* If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that Responses be submitted on disk, flash drive, or through electronic means. The Response must provide all information requested and must address all points set forth in the Solicitation.
  
15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.  
  
Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. The burden of proof that a product meets the minimum standards or is equal to the brand name product is on the Respondent.
  
16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City prior to the scheduled opening time for Responses will be accepted and will be corrected after the Response Due Date and time, no oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response Due Date and time shall be allowed solely at the City's discretion.
  
17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity (including being disapproved as a subcontractor) with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit or agency, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from

## INSTRUCTIONS

a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this section may result in the Response being disqualified for award of the Solicitation.

18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; re-issue the Solicitation; reject non-responsive or non-responsible Responses; reject unbalanced Responses; reject Responses where the terms, prices, or awards are conditioned upon another event; reject individual Responses for failure to meet any requirement; award by item, part or portion of an item, group of items, or total; make multiple awards; waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the materials or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between a Respondent and the City until the City executes a written contract or purchase order with the selected Respondent(s). The City reserves the right to reject Responses that the City deems unacceptable for any reason.
19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. *Any exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance.* The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal (Response) non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of a Respondent's exceptions; or (iv) accept any or all of a Respondent's exceptions outright.
20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.
21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of award under the Solicitation or the termination of a contract with the City.  
  
To achieve the purpose of this section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules and Management Policy 200. It shall be a breach of ethical standards to:
  - a. Exert any effort to influence any City official, employee or agent to breach the standards of ethical conduct.
  - b. Intentionally invoice any amount greater than provided in a contract or to invoice for materials or services not provided.

## INSTRUCTIONS

- c. Intentionally offer or provide sub-standard materials or services or to intentionally not comply with any term, condition, specification or other requirement of a City contract.
22. **GIFTS:** The City will accept no gifts, gratuities or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.
23. **EVALUATION PROCESS:** Responses will be reviewed by an evaluation committee comprised of City employees and/or any agents, representatives, or third parties impacted by the award of the Solicitation or who are otherwise authorized by the City to participate in the evaluation. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change its Response. A request for clarification from a Respondent does not guarantee clarification will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.
24. **PRESENTATIONS/INTERVIEWS:** A Respondent must provide a formal presentation/interview upon request of the City.
25. **SHORT-LISTING:** The City, at its sole discretion, may create a short-list of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
26. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary or appropriate and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will ask for a Best and Final Offer; therefore, all Respondents must submit their best offer based on the specifications, terms and conditions in the Solicitation.
27. **CRITERIA FOR EVALUATION AND AWARD:**
- a. The criteria that will be evaluated and their relative weights are as follows:

| Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                    | Points |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>Firm's Proposed Solution</b><br>Information provided or referenced by Respondents in response to the Solicitation. Sources of information to be evaluated include, but are not limited to, as applicable, Responses, presentations, interviews, and Best and Final Offers.                                                                                                                                          | 400    |
| <b>Firm's Qualifications &amp; Experience</b><br>Information pertaining to the quality of work, accomplishments, skill, and knowledge regarding a Respondent's suitability for award. Information can come from any source including, but not limited to, Responses, Best and Final Offers, references, publicly or privately available information, delivery times and the City's prior experience with a Respondent. | 300    |
| <b>Firm's Proposed Pricing</b><br>Pricing will be evaluated based on the below criteria.                                                                                                                                                                                                                                                                                                                               | 300    |

The Pricing document (Attachment A) consists of two tabs, a National Pricing Tab and a City of Mesa Market Basket Tab. For each group listed on the National Pricing Tab, Respondents are encouraged to provide a discount off of a verifiable price list by all manufacturers proposed. In addition to indicating proposed discounts, Respondent must also apply those discounts to the sample items in the City of Mesa Market Basket tab. The City has provided

## INSTRUCTIONS

various sample items on the City of Mesa Market Basket Pricing (See Attachment A – “Pricing”) for pricing evaluation purposes. Suppliers are encouraged to provide pricing on as many items as possible. The items listed on the City of Mesa Market Basket Pricing tab will be used to evaluate the Firm’s Proposed Pricing as noted in the Evaluation Criteria.

City of Mesa Market Basket pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City’s sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative, responsiveness and responsibility requirements.
- c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for award of a contract under the Solicitation.
  - 1. **Responsiveness.** The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.
  - 2. **Responsibility.** The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with Respondent; compliance with applicable laws; Respondent’s record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City or other public agency, whether the Respondent is qualified legally to contract with the City, financial stability of Respondent and the ability of Respondent to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the reasonable opinion of the City, to ensure performance of the contract throughout its term and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent’s facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in Respondent being deemed non-responsible.
- d. As a part of the Response, Respondents are requested to provide references. The City reserves the right to: (1) not contact or speak directly to any or all of a Respondent’s references as the City may evaluate reference information based on the information about the references provided in a Response; (2) contact persons known to have previously worked with a Respondent to serve as an additional reference even if that person is not included as a listed reference in a Response; and (3) utilize as a reference City staff members who have experience with a Respondent. As references may not be contacted, Respondents are encouraged to provide as much detail as possible in Attachment C (Respondent Questionnaire).

28. **COST JUSTIFICATION:** In the event only one Response to the Solicitation is received, the City may require the Respondent submit a cost offer in sufficient detail for the City to perform a cost/price

## **INSTRUCTIONS**

analysis to determine if the Response price is fair and reasonable.

29. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time, or negotiations do not result in an acceptable agreement, the City may reject the Response or revoke the award and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between a Respondent and the City until the City executes a written contract. The winning Respondent(s) must sign a final agreement with the City in the form attached as Exhibit 1 (Draft Agreement) and the terms of the Draft Agreement will be modified to reflect requirements in the Scope of Work. The Draft Agreement sets forth important terms of the relationship of the parties including, but not limited to, the length of the term, pricing requirements, and insurance. Exceptions to the terms of the Draft Agreement must be made in accordance with the requirements of Section 19 of the Instructions.

30. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 PM local time at least seven (7) calendar days prior to award. The posting of a Notice of Intent to Award does not create a binding contract, nor does it guarantee a contract will be executed between the City and the listed Respondent(s).

**It is the Respondent's responsibility to check the City of Mesa Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices.** This may be the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

31. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the Procurement Rules. The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at <http://mesaaz.gov/business/purchasing>. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exist any discrepancy in this section and the Procurement Rules, the language of the Procurement Rules will control.

**ADDRESS PROTESTS TO:**

Matt Bauer  
Procurement Administrator  
20 East Main Street, Suite 400  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2655  
Email: [Matt.Bauer@MesaAZ.gov](mailto:Matt.Bauer@MesaAZ.gov)

**ADDRESS APPEALS TO:**

Edward Quedens  
Chief Procurement Officer  
20 East Main Street, Suite 450  
PO Box 1466  
Mesa, Arizona 85211-1466  
Fax: (480) 644-2687  
Email: [Ed.Quedens@MesaAZ.gov](mailto:Ed.Quedens@MesaAZ.gov)

32. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on the City's Purchasing Division website at [www.mesaaz.gov/business/purchasing](http://www.mesaaz.gov/business/purchasing).

## **SCOPE OF WORK**

*This Scope of Work will be compiled into any resulting contract as Exhibit A.*

1. **INTENT:** It is the intent of the City of Mesa to enter into a contract with supplier(s) who can provide vehicle tires, accessories and related services. The resulting contract(s) may be used by other participating, eligible agencies nationwide ("Participating Public Agency(ies)") to purchase, as a cooperative purchase for the Participating Public Agency, the supplies and materials awarded under this Solicitation. The awarded Respondents(s) will have the ability to offer their complete and comprehensive line of tire products and services.

A key objective of this Solicitation is to obtain the lowest cost for tires, tubes, and related services. Combining usage volumes from multiple governmental agencies will result in volume discounts favorable to the Participating Public Agencies.

The City's preference would be to offer a Respondent's complete listing of all tire products and services available to public sector agencies nationwide; however, as set forth more fully in the instructions, the City reserves the right to award this Solicitation to one (1) or more Respondents, by individual line item, by group of line items, manufacturer, geographic region, or as a grand total, whichever is deemed most advantageous to the City. From herein in the Scope of Work, Respondent(s) may be referred to as "Contractor(s)" when referring to the Respondent(s) awarded a Contract pursuant to this Solicitation.

2. **MODIFICATION OF TERMS:** Participating Public Agencies commonly require a modification to a term of the Contract (e.g. governing law). The awarded Contractors and Participating Public Agencies may agree to modify terms on any specific purchase by a Participating Public Agency without conflicting with the Contract.
3. **NATIONAL CONTRACT:** The City of Mesa, as the Principal Procurement Agency, defined in Attachment D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this Solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Attachment D contains additional information about OMNIA Partners as and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, participants have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which OMNIA Partners founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the supplier, OMNIA Partners provides marketing and administrative support for the supplier that directly promotes the supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the supplier's need to respond to additional competitive solicitations. As such, the supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide supplier and respond to the OMNIA Partners documents (Attachment D).



## SCOPE OF WORK

The City of Mesa anticipates spending approximately \$12 million (PPA Full Term Potential Volume) over the full potential Master Agreement term for Vehicle Tires, Accessories and Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Vehicle Tires, Accessories and Related Services purchased under the Master Agreement through OMNIA Partners, Public Sector is approximately \$50 million annually. This projection is based on the current annual volumes among the City of Mesa, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

4. **MINIMUM REQUIREMENTS.** Contractors must be able to meet the following minimum qualifications:
- a. Provide a full range of tire products and services to meet varying requirements of governmental agencies.
  - b. Have a strong national presence as an automotive tire manufacturer/distributor and service provider.
  - c. Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
  - d. Have a demonstrated sales presence.
  - e. Ability to provide toll-free telephone and internet ordering and billing capabilities.
  - f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

5. **SCOPE OF WORK:**

The scope of this Solicitation includes specific full lines of tires and tubes and related services in the following sub-categories:

- a. Tires and Tubes:
  - i. Pursuit and Performance Tires.
  - ii. Automobile/Passenger Vehicles.
  - iii. Light Duty Trucks: Radial and Bias.
  - iv. Medium Commercial/Heavy Duty Trucks /Buses.
  - v. Off-the Road OTR: Radial and Bias.
  - vi. Agriculture/Farm.
  - vii. Industrial.
  - viii. Specialty Tires.
  - ix. All other products offered.

b. Services:

Respondents are asked to provide a price on each of the below mentioned services that may be performed by their approved distributors to include any parts and labor as a total on their price form. If any Respondent does not offer any of the below listed items, they should mark it as NA on the price form. If awarded a contract, Contractor will be responsible for the timeliness and quality of all services provided by individual distributors pursuant to this Solicitation.

- i. Tire installation with purchase in store, includes dismount of used tires and tubes.

## SCOPE OF WORK

- ii. Change tire, dismount and mount.
- iii. Flat repair, remove, repair and mount.
- iv. Flat repair, off vehicle.
- v. Rotate mounted tires (per tire).
- vi. New valve stem rubber or metal.
- vii. Wheel balance - computer spin balance (per tire).
- viii. Wheel balance/Valve stem combo.
- ix. Alignment services.
- x. Emergency tire repair-road side assistance (per hour).
- xi. Studding.
- xii. Siping.
- xiii. Used tire recycle/disposal fee (per tire).
- xiv. Bulk tire disposal.
- xv. Tire retreading and recapping services
- xvi. All other services offered.

6. **PRODUCT AND SERVICE SPECIFICATIONS:**

**Respondent shall address all of the below in Tab 5 of its Response**

a. General Tire Specifications:

All tires shall be of a quality not less than the tires normally furnished in representative quantities by Original Equipment Manufacturers (OEM) as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tires supplied must be marked with "DOT" compliance symbol. Tires shall conform to all applicable federal specifications and laws. All tires must be NEW and must have been produced or manufactured within the one (1) year period prior to delivery to the ordering agency.

All tires must have the size (including load range), manufacturer's name and DOT number, serial number and indication of body material molded in sidewall at time of cure. The application of any of the above by any other means (such as branding, application of decals, etc.) will not be acceptable.

Tires offered must have been tested to meet or exceed ASTM (American Society of Testing and Materials) Standard F1922 for highway tires, F1923 for Off Road/Low Speed tires, and meet operational performance levels and marking requirements of Federal Standards FMVSS 109 for new pneumatic passenger tires and FMVSS 119 for new pneumatic non-passenger MPVs, trucks, buses, and trailers.

i. Pursuit and Performance Tires:

- 1. Pursuit and Performance Tires: Pursuit & Performance Tires include tires for police and other pursuit vehicles and for other high-speed, performance vehicles. This subcategory includes any tire that is H, V, W, Y, or ZR rated or above. An H rating is the minimum speed rating for tires in this subcategory.
- 2. Tires shall be standard production tires expressly designed and certified by manufacturer for high speed operation and shall exhibit exceptional safety, stability, handling and stopping characteristics. Contractor shall maintain evidence/certifications that such tires meet all laboratory test and

**Commented [JC1]:** Exception request. Michelin cannot guarantee that a product is one year old or less. Michelin tires are delivered to Dealers quickly (days/weeks, not years). Dealer inventory turn is six months or more frequently, but it is possible some products may be older than one year. Michelin in tandem with the Authorized Dealer, may accept the return of tires older than one year depending on the circumstances.

## **SCOPE OF WORK**

size requirements of Federal Standards MVSS 109 and shall ensure that the tires are marked with "DOT" compliance symbol.

ii. Automobile/Passenger Vehicles:

These tires include common passenger car and low rolling resistance tires and are designated with a "P" at the beginning of the tire size. Common applications for these types of tires would be passenger cars and mini vans.

iii. Light Duty Trucks Radial and Bias:

These tires can usually be identified by the letter's "LT" at the beginning of the tire size. Common applications for these types of tires would be pickup trucks, sport utility vehicles, full size vans and some trailers.

iv. Medium Commercial/Heavy Duty Trucks /Buses:

These tires do not have a letter at the beginning of the tire size. Common applications for these types of tires would be medium and heavy trucks, buses, semi-trucks, cargo vans and trailer tires. Tires in this subcategory have a diameter that is equal to or greater than twenty (20) inches.

v. Off-the-Road OTR and Low Speed Off Highway Tires (Radial and Bias): Common applications are heavy construction equipment such as wheel loaders, backhoes, graders, and trenchers.

vi. Agricultural/Farm (Radial and Bias): Common applications are farm tractors, wagons, harvesters, and other farm implements requiring tires with high traction qualities and tires with high flotation qualities at low inflation pressures.

vii. Industrial: Common applications are specialty industrial equipment, some construction equipment, and material handling equipment such as skid loaders and forklifts and include pneumatic, non-pneumatic, and press on tires.

viii. Specialty Tires: Specialty tires may include, but are not limited to, recreational, all-terrain-vehicle (ATV), boat trailer, yard and garden, and aviation tires. This category also includes all other tires not identified above.

b. Tubes:

All inner tubes shall be standard production first line, heavy duty butyl tubes or natural rubber of fresh stock. All tubes shall be of quality not less than the tubes normally furnished in representative quantities by OEMs as original equipment for automobiles, trucks, tractors, buses, backhoes, loaders, motor graders, and other heavy equipment. Tubes shall conform to all applicable federal specifications and laws. All tubes must be NEW and must have been produced or manufactured within the one (1) year period prior to installation or delivery to the ordering agency.

c. Detailed Services Specifications:

Respondents are asked to provide a price on each of the below listed services that may be performed by Respondent, if they are awarded a Contract, or by an approved distributor to; Respondent must include any parts and labor as a part of its pricing. If any Respondent does not offer any of the below listed items, they should mark it as NA on the pricing document. If awarded a Contract, the Contractor(s) are responsible for the timeliness and quality of all services provided by the individual distributors for the services/materials provided pursuant to this Solicitation.

Product installation and repairs, such as mounting, rotation, and balancing, shall be in accordance with manufacturer's recommended procedures of warranted new virgin-product tires for each product subcategory.

i. Tire installation with purchase in store, including dismount of used tires and tubes.

**Commented [JC2]:** Exception request. Michelin cannot guarantee that a product is one year old or less. Michelin products are delivered to Dealers quickly (days/weeks, not years). Dealer inventory turn is six months or more frequently, but it is possible some products may be older than one year. Michelin in tandem with the Authorized Dealer, may accept the return of tubes older than one year depending on the circumstances.

## SCOPE OF WORK

- ii. Change tire, dismount and mount.
- iii. Flat repair, remove, repair and mount.
- iv. Flat repair, off vehicle.
- v. Rotate mounted tires.
- vi. New valve stem rubber or metal.
- vii. Wheel balance - computer spin balance (per tire).
- viii. Wheel balance - computer spin balance and valve stem combination.
- ix. Alignment Services (Two Wheel vs Four Wheel). If Respondent provides this service, the prices should be listed as a flat rate or as a percentage discount from list price for parts and a price per hour for labor.
- x. Emergency Tire Repair: Road-side assistance (price per hour for labor or service call). Contractor must provide complete twenty-four (24) hour roadside service, as required by the City of Mesa or Participating Public Agency. Dispatch response time (arrival time by Contractor to identified location), shall occur within the time parameters requested at the time of contact (one hour, 2-5 hours, 24 hours, etc.). Contractor must make every effort, including having all necessary tools, replacement materials and labor on hand at time of repair, to make all roadside repairs and tire replacement(s) in a safe, cost efficient manner.
- xi. Studding: Metal implants in the surface of the tread to improve traction on ice.
- xii. Siping: The small slots cut or molded into a tire tread surface. These slots are meant to aid in increasing traction in snow, ice, mud, and wet road surfaces.
- xiii. Used Tire Recycle and Disposal Fee (per tire): Some Participating Agencies have statutes that limit the fees that can be charged. In those states, the Participating Public Agencies will only pay the amount listed in the Response or the statute required price, whichever is lower.
- xiv. Tire Pressure Monitoring System (TPMS): Newer vehicles all come with a tire pressure monitoring system (TPMS) which is built into the tire valve. When new tires are mounted on a vehicle with the TPMS system, the TPMS system is reinstalled with a new washer, valve, and valve cap (TPMS service kit).

### 7. QUALITY AND SERVICE REQUIREMENTS:

**Respondent must address all of the below in Tab 5 of its Response**

- a. Availability: All tires of common usage should be regularly carried in stock by Contractor, or their distributor and must be able to be delivered within two (2) business days after receipt of order. All other tires must be available from Contractor, or their distributor, within seven (7) business days after receipt of order. Indicate the process, policies, or procedures used by manufacturer to mitigate the risks of running short of the materials needed to produce the tire products required to meet the need of the using agencies.

**With your Response, include a statement of your company's product availability standards.**

- b. Shipping to Participating Public Agencies: In some instances, a Participating Public Agency may require tires be shipped to various locations. Orders of this type must be shipped FOB Destination, freight prepaid and allowed at the Contract price with no additional fees or freight charges added.
- c. Returns: Contractor will not charge return fees for inaccuracies or other errors on the part of the Contractor that require the return of materials.

## SCOPE OF WORK

- d. Product Guarantee and Adjustment: All products/parts, services, and supplies shall be, at a minimum, warranted based on the industry standard or better. Tires furnished must be guaranteed to be free from defects in workmanship and material for original tread. Effective date on all warranties shall begin at the time of service/mounting by both Contractor and the City or Participating Public Agency. Any tire which fails this guarantee must either be satisfactorily repaired by Contractor or replaced with a new tire, charging only for the mileage used based on the tread depth, or as agreed upon by the Participating Public Agency. Allowances and replacement charges shall be based upon the Contract tire price. Contractor must defray all transportation costs on both defective tire(s) and replacement tire(s). The warranty on all tubes and products/parts shall begin on the date of installation, to repair or replace as necessary, as determined by the City of Mesa or Participating Public Agency, AT NO COST. If such items are not normally warranted for one (1) year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty service must be paid by Contractor.
- e. Emergency Vehicle Service Priority: Awarded Contractor shall give Emergency Vehicles (i.e. police vehicles, snow removal equipment, firefighting equipment, ambulances, etc.), during emergency operations, priority service over all other customers including both private and public customers. If there is no emergency, Contractor shall service Emergency Vehicles in their normal priority manner.
- f. Service Areas: Respondent should demonstrate, in their Response, the ability to sell and service tires and tubes to the Participating Public Agencies. Respondent is required to provide a list of sales and service areas within each state. The list should be sorted by city and state and should outline the materials/services that can be provided in each area.  
  
Respondent's list of Authorized Distributors within each state must provide full location addresses including contact information and services that are currently provided by each location.
- g. Contact Person: Respondent should provide the name of the person who will work with the City of Mesa Contract Administrator during the term of the contract. This person must be authorized to coordinate with distributors and representatives in each state where a Participating Public Agency is located to ensure an efficient implementation of the contract and correct pricing for goods and services.
- h. Availability, delivery and pricing problems: Respondent must indicate how it and/or its distributor network will be effective in responding to tire availability, delivery, and pricing problems.
- i. Compliance of dealers with insurance requirements and warranty issues: Respondent must indicate how it will ensure that the distributor network complies with the terms of and awarded Contract with regards to liability insurance requirements and warranty issues.
8. **TERM**: This Solicitation is for awarding a firm, fixed price Purchasing Contract for an initial five (5) year term.
9. **RENEWALS**: On the mutual written agreement of the Parties, the Term **may** be renewed one time or multiple times, up to a maximum of five (5) years (total possible term of Contract with renewals is ten (10) years). Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
10. **EXTENSIONS**: Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow additional time for the City's procurement processes in the selection of a vendor to provide the services/materials under this Agreement. The City intends to notify the Contractor in writing of its desire to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

**Commented [JC3]**: Exception Request. Please replace the current language with "The products sold are subject to the applicable standard limited warranty." Note: All of our tires have a standard limited warranty that cover defects in workmanship and materials for the life of the original tread or a number of years of service that range from 4 to 7 years, depending on the tire type and brand. If awarded a contract, copies of the standard limited warranty will be made available.

**Commented [JC4]**: Per Addendum #1, item 14, Response: The City would like to see the Authorized Dealers in Mesa, Arizona and the top 250 Authorized Dealers in the United States.

## SCOPE OF WORK

11. **PRICING:** Respondents shall provide a price in the format of a minimum percentage discount off a verifiable price index. The City is requesting a discount off the manufacturer's price list for all products offered as listed in each of the identified categories listed in the Scope of Work. Each category, or brand under each category, may or may not have a different discount offered.

Prices listed in a Response to this Solicitation must take into consideration all inherent costs of providing the requested materials and services. Respondent agrees to pay any and all fees related to the provision of the materials and services and that such fees will be reflected in the prices listed in the Response, including, but not limited to: fuel surcharges, delivery and transportation costs, duties, custom fees, permits, brokerage fees, licenses and registrations. Any agencies utilizing this Agreement will not pay any additional charges beyond the price(s) listed in the response, unless otherwise provided for by law or expressly allowed by the terms of the Solicitation.

The prices paid by the City and OMNIA Partners' Participating Public Agencies will be the prices listed in the Attachment A Pricing Document or as agreed to in the final contract document. At the time of purchase, Contractors may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. The prices listed in the Response will be minimum discounts that will remain firm during the entirety of the initial Term of the Contract, unless the Respondent requests to increase its discount percentage, and will include all charges that may be incurred in fulfilling requirement(s). In the event a product is discontinued, Respondent will provide a product of the same or greater functionality, utilizing the proposed discount structure. It is the responsibility of the Respondent to provide the City with an up-to-date price list for the duration of the Contract.

- a. **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Respondent providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Respondent further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Respondent shall promptly notify the City of such price reductions.

With the exception of temporary discounts and promotions, no price modifications will be accepted without proper request by the Respondent and response by the City's Purchasing Division.

- b. **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Respondent should be prepared for the pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Respondent's actual expenses or other reasonable documented adjustment in providing the services/materials. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

For renewals and extensions, during the sixty (60) day period prior to Contract expiration or annual anniversary or bi-annual date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed twelve (12) month change in the Producer Price Index for Tire Mfg #32621, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

## SCOPE OF WORK

- c. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term unless a price increase is awarded pursuant to this Section. If the Agreement is renewed in accordance with Section 13, pricing may be adjusted for amounts other than inflation that represent actual costs to the Respondent based on the mutual agreement of the parties. The Respondent may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Respondent. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

12. **TYPES AND AMOUNTS OF INSURANCE:** Insurance requirements are detailed in the Agreement document. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

- a. Worker's compensation insurance in accordance with the provisions of Arizona. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- b. Contractor shall maintain at all times during the term of this Contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa ,their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.
- c. Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
- d. Garage Liability with a limit of \$1 million per occurrence – Occurrence Form
- e. Garage Keeper with a limit of \$1 million per occurrence – Occurrence Form

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available as it pertains to Contractors negligence. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

**"Waiver of Subrogation".** The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

**Commented [JC5]:** Exception request. Please add this language.

**ATTACHMENT A**  
**PRICING**

Respondent must utilize the below document when responding to this solicitation and **return the document in an Excel format** with their proposal.



2019209 Final Pricing  
Sheet.xlsx



**ATTACHMENT B**  
**REQUIRED RESPONSE FORMS**



Solicitation Required  
Response Forms.docx

**ATTACHMENT C**  
**RESPONDENT QUESTIONNAIRE**

|                                                                                                                                                                                                                            |                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| Respondent Company Name/ DBA: <u>Michelin North America, Inc.</u>                                                                                                                                                          |                                                        |
| Years in business providing similar services: <u>69 years in the United States.</u>                                                                                                                                        |                                                        |
| Contractor's License No(s): <u>N/A</u> Type: <u>N/A</u><br>(Submit a copy with the Response)                                                                                                                               |                                                        |
| Number of employees at location that would serve under a contract from the Solicitation: <u>Over 1,000 employees work at the Michelin Corporate Office in Greenville, SC</u>                                               |                                                        |
| Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. <b>At least one reference should be comparable in size to the City's proposed contract.</b> |                                                        |
| Firm/Government Agency Name: <u>State of North Carolina</u>                                                                                                                                                                |                                                        |
| Contact Person: <u>David O'Neal, Contract Administrator.</u>                                                                                                                                                               | Phone: <u>919-807-4534</u>                             |
| Address:<br><u>116 West Jones St.<br/>Raleigh, NC 27699</u>                                                                                                                                                                | Fax: <u>919-807-4510</u>                               |
|                                                                                                                                                                                                                            | E-Mail Address: <u>David.o-neal@doa.nc.gov</u>         |
| \$ Value of Work, Supplies/Services and Dates Provided:<br><u>Value: In excess of \$5,700,000. Supplies/Services: Tires and related services. Dates: Since 2013</u>                                                        |                                                        |
| Firm/Government Agency Name: <u>Commonwealth of Pennsylvania</u>                                                                                                                                                           |                                                        |
| Contact Person: <u>Ralph Constance, Commodity Specialist</u>                                                                                                                                                               | Phone: <u>717-703-2931</u>                             |
| Address:<br><u>555 Walnut St., 6th floor<br/>Harrisburg, PA 17101</u>                                                                                                                                                      | Fax: <u>717-346-3820</u>                               |
|                                                                                                                                                                                                                            | E-Mail Address: <u>rconstance@pa.gov</u>               |
| \$ Value of Work, Supplies/Services and Dates Provided:<br><u>Value: In excess of \$1,900,000. Supplies/Services: Tires and related services. Dates: Since 2010</u>                                                        |                                                        |
| Firm/Government Agency Name: <u>Commonwealth of Virginia</u>                                                                                                                                                               |                                                        |
| Contact Person: <u>Dennis Donahue, Contract Manager</u>                                                                                                                                                                    | Phone: <u>804-766-5410</u>                             |
| Address:<br><u>1111 East Broad St.<br/>Richmond, VA 23218</u>                                                                                                                                                              | Fax: <u>804-786-5413</u>                               |
|                                                                                                                                                                                                                            | E-Mail Address: <u>dennis.donahue@dgs.virginia.gov</u> |
| \$ Value of Work, Supplies/Services and Dates Provided:<br><u>Value: In excess of \$5,500.00. Supplies/Services: Tires and related services. Dates: Since 2010.</u>                                                        |                                                        |
| List any other information which may be helpful in determining your qualifications for a potential contract:                                                                                                               |                                                        |
| <u>Michelin executes over 100,000 transactions per year exceeding 553,000 units (all products).</u>                                                                                                                        |                                                        |
| <u>All Michelin transactions (tires and services) will be completed by Michelin Independent Dealers.</u>                                                                                                                   |                                                        |

**ATTACHMENT D**  
**OMNIA PARTNERS' EXHIBIT**



Solicitation  
Attachment D.pdf

**EXHIBIT 1  
DRAFT AGREEMENT**



**AGREEMENT PURSUANT TO SOLICITATION  
CITY OF MESA AGREEMENT NUMBER 2019209  
VEHICLE TIRES, ACCESSORIES AND RELATED SERVICES**

**CITY OF MESA, Arizona ("City")**

|                  |                                              |
|------------------|----------------------------------------------|
| Department Name  | City of Mesa – Purchasing Division           |
| Mailing Address  | P.O. Box 1466<br>Mesa, AZ 85211-1466         |
| Delivery Address | 20 East Main St, Suite 400<br>Mesa, AZ 85201 |
| Attention        | Brandy Andersen, Procurement Officer         |
| E-Mail           | Brandy.Andersen@mesaaz.gov                   |
| Phone            | (480) 644-6426                               |
| Fax              | (480) 644-2655                               |

**AND**

**Michelin North America, Inc. COMPANY NAME, ("Contractor")**

|                  |                                                          |
|------------------|----------------------------------------------------------|
| Mailing Address  | <u>One Parkway South</u><br><u>Greenville, SC. 29615</u> |
| Remit to Address | <u>Same as above ?</u>                                   |
| Attention        | <u>John Cook</u>                                         |
| E-Mail           | <u>john.cook@michelin.com</u>                            |
| Phone            | <u>864-313-5120</u>                                      |
| Fax              | <u>N/A</u>                                               |

**EXHIBIT 1**  
**DRAFT AGREEMENT**

**CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION**

This Agreement pursuant to solicitation ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

**RECITALS**

- A. The City issued solicitation number **2019209** ("Solicitation") for **VEHICLE TIRES, ACCESSORIES AND RELATED SERVICES**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

**TERMS & CONDITIONS**

1. **Term**. This Agreement is for a term beginning on **TBD** and ending on **TBD**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1. The contract is for an initial five (5) year term.
  - 1.1 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of five (5) years (total possible term of Contract with renewals is ten (10) years). Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow additional time for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
  - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Scope of Work within two (2) business days after receipt of an order.
2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

**EXHIBIT 1**  
**DRAFT AGREEMENT**

3. **Orders.** Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement
4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
- a. Agreement
  - b. Exhibits
    - 1. Mesa Standard Terms & Conditions
    - 2. Scope of Work
    - 3. Other Exhibits not listed above
  - c. Solicitation including any addenda
  - d. Contractor Response

**Commented [SP6]:** Exception request. Orders will not be placed with Michelin. Orders and delivery of Products under this Agreement are made directly with and through Contractor's independent authorized dealer network ("Authorized Dealers"). Contractor shall, however, use commercially reasonable efforts to provide inventory to its Authorized Dealers in adequate amounts to fill City's orders. Note: This is the same process currently being used by the City of Mesa when buying Michelin products. Per Addendum #1, item 15 Response: "Yes, but the respondent must also include how sales reporting will be provided." When tires are purchased, the Dealer will process the transaction through the Michelin Government Claim system. This captures the tires sold which are included in a monthly report.

5. **Payment.**
- 5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("**Pricing**") in consideration of Contractor's performance of the Scope of Work during the Term.

**Commented [JC7]:** Exception request: Payment will be made directly to the authorized Michelin Dealer at the time of purchase. The Dealer will process the transaction through the Michelin Government Claim system. Per Addendum #1, item 15 Response: "Yes, but the respondent must also include how sales reporting will be provided." When tires are purchased, the Dealer will process the transaction through the Michelin Government Claim system. This captures the tires sold which are included in a monthly report.

- 5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- 5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

For renewals and extensions, during the sixty (60) day period prior to Contract expiration or annual anniversary or bi-annual date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the **Producer Price Index for Tire Mfg #32621**. Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

**EXHIBIT 1**  
**DRAFT AGREEMENT**

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term unless a price increase is awarded pursuant to this Solicitation. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor's Authorized Dealer who accepts the City's order, following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Applicable Taxes
- j. If applicable, mileage or travel costs; and
- k. Total amount due.

5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise; payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

**Commented [JC8]:** Exception request: Please add this language.  
Payment will be made directly to the authorized Michelin Dealer at the time of purchase. The Dealer will process the transaction through the Michelin Government Claim system. Per Addendum #1, item 15 Response: "Yes, but the respondent must also include how sales reporting will be provided." When tires are purchased, the Dealer will process the transaction through the Michelin Government Claim system. This captures the tires sold which are included in a monthly report.

**Commented [SP9R8]:**

**EXHIBIT 1**  
**DRAFT AGREEMENT**

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of applicable law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.

6.9.4 Garage Liability with a limit of \$1 million per occurrence – Occurrence Form

6.9.5 Garage Keeper with a limit of \$1 million per occurrence – Occurrence Form

7. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum).



**EXHIBIT 1**  
**DRAFT AGREEMENT**

Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
  - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
  - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and
  - d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.
10. **Mesa Standard Terms and Conditions.** **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Scope of Work / Technical Specifications
- (B) Pricing
- (C) Mesa Standard Terms and Conditions
- (D) Other

13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

**EXHIBIT 1**  
**DRAFT AGREEMENT**

14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

DRAFT

**EXHIBIT 1**  
**DRAFT AGREEMENT**

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**CITY OF MESA, ARIZONA**

**CONTRACTOR NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

REVIEWED BY:

By: \_\_\_\_\_  
Brandy Andersen, CPPB, MPA  
Procurement Officer

DRAFT

**EXHIBIT 1**  
**DRAFT AGREEMENT**

**EXHIBIT A**  
**SCOPE OF WORK**

The **Scope of Work / Technical Specifications** and Vendor Response will be added here when Agreement is finalized.

DRAFT

**EXHIBIT 1**  
**DRAFT AGREEMENT**

**EXHIBIT B**  
**PRICING**

*Attachment A Pricing will be added here when Agreement is finalized.*

DRAFT

**EXHIBIT 1**  
**DRAFT AGREEMENT**

**EXHIBIT C**  
**MESA STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAWS.**
  - a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
  - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

**EXHIBIT 1**  
**DRAFT AGREEMENT**

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").
  - ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
  - iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.
  - v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
- d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), and any other applicable non-discrimination laws and rules.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, if the Agreement requires Contractor to acquire or dispose of services, supplies, information technology or construction, then, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

**EXHIBIT 1**  
**DRAFT AGREEMENT**

10. **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

**Commented [JC10]:** Note: The Michelin standard FET exemption form needs to be completed, dated, and signed by the Customer.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

- a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.
- b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

14. **BACKGROUND CHECK.** In accordance with the City's current background check policies, the City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to the City's information, data, or facilities. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

**Commented [JC11]:** Note: Michelin employees will not be providing the services, Dealer's employees will.

**Commented [SP12R11]:**

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any



**EXHIBIT 1**  
**DRAFT AGREEMENT**

reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

- a. A party will be in default of the Agreement if that party:
  - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
  - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
  - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
  - iv. Fails to carry out any term, promise, or condition of the Agreement.
- b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
- c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.
- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- b. The City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; ~~(iv) collection against liquidated damages (if applicable);~~ or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.
- c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

**Commented [SP13]:** Exception request: Michelin will not agree to any liquidated damages provision. Please delete the language with the strikethrough.

**EXHIBIT 1**  
**DRAFT AGREEMENT**

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against ~~any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto~~ third party claims, suits, actions, damages, including attorney's fees arising from proximately caused defects in workmanship or materials in any product manufactured by Contractor and sold to City of Mesa (collectively, "Claims") ~~(all of the foregoing, collectively "Claims")~~ imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) ~~services or materials provided under this Agreement by Contractor or its officers', agents', or employees' (collectively, including Contractor, "Contractor Personnel")~~; (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City

**Commented [JC14]:** Exception request. Please make the language changes (strikethroughs and additions).

**Commented [SP15R14]:**

**EXHIBIT 1**  
**DRAFT AGREEMENT**

Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

- b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

~~25. **WARRANTY.** All products bearing trademarks of Contractor are warranted in accordance with the provisions of the written Limited Warranty and Owner's Manual applicable to such products, as may be amended from time to time. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that it will take reasonable steps to ensure the Authorized Dealer Network's all services will be performed in a good, workmanlike and professional manner.~~

**Commented [SP16]:** Note: Services are performed by independent third party, therefore, Michelin can only take reasonable steps to ensure they are performed adequately.

~~26. If the product was involved in, and suspected to have caused or contributed to the cause of an accident, the City shall promptly notify the Contractor's local commercial representative. In the event that Contractor desires to inspect any such Products, the City shall arrange for their transportation at the expense of Contractor in accordance with its instructions. EXCEPT AS EXPRESSLY STATED IN THE CONTRACTOR LIMITED WARRANTIES, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.~~

**Commented [SP17]:** Exception request. Please make the language changes (strikethroughs and additions). Per the exception request with Scope of Work #7D (page 19) "The products sold are subject to the applicable standard limited warranty." Note: All of our tires have a standard limited warranty that cover defects in workmanship and materials for the life of the original tread or a number of years of service that range from 4 to 7 years, depending on the tire type and brand. If awarded a contract, copies of the standard limited warranty will be made available.

~~The City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If the City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.~~

~~Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty per industry standard or better unless otherwise specified and accepted by the City and/or Participating Public Agency and will perform in accordance with manufacturer's published specifications.~~

~~25-27. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property and will, at the City's request and expense, furnish to the City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City.~~

~~26-28. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by the City on an as needed basis, at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.~~

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~~27-29. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.~~

~~28-30. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.~~

~~29-31. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of~~

**EXHIBIT 1**  
**DRAFT AGREEMENT**

the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.

~~30-32.~~ **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

~~34-33.~~ **RISK OF LOSS.** Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

~~32-34.~~ **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

~~33-35.~~ **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

~~34-36.~~ **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person or arising from or in any way connected with an actual or alleged claim that the Product delivered under this Agreement infringes or otherwise violates the intellectual property rights of any person or entity ~~that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right~~ and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

**Commented [JC18]:** Exception request. Please make these language changes (strikethroughs and additions).

~~35-37.~~ **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contract Administrator(s)"); all questions regarding the Agreement will be referred to the Contract Administrator(s). If authorized by the Contract Administrator(s), supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

~~36-38.~~ **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one

**EXHIBIT 1**  
**DRAFT AGREEMENT**

hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

~~37-39.~~ **COOPERATIVE USE OF CONTRACT.** The City has partnered with OMNIA Partners' and entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency who also must register with OMNIA Partners'.

The City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

~~38-40.~~ **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

~~39-41.~~ **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personally delivery, certified or registered mail with postage prepaid, overnight courier, or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

~~40-42.~~ **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

~~41-43.~~ **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

~~42-44.~~ **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

~~43-45.~~ **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

~~44-46.~~ **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

~~45-47.~~ **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

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**EXHIBIT 1**  
**DRAFT AGREEMENT**

**46-48.** **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

**47-49.** **UNIFORM ADMINISTRATIVE REQUIREMENTS.** By entering into this Agreement, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

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**EXHIBIT 2**  
**MAILING LABEL (HARD COPY RESPONSE ONLY)**

*CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR PROPOSAL CONTAINER*

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## SEALED PROPOSAL

|                                       |
|---------------------------------------|
| <b>Submitted by:</b><br>Company Name: |
| Address:                              |
| City, State, Zip:                     |

Solicitation # **2019209, VEHICLE TIRES, ACCESSORIES AND RELATED SERVICES**  
Due Date: **September 4, 2019 – 3:00 P.M. LOCAL ARIZONA TIME**

City of Mesa  
Attn: **Purchasing**  
20 E. Main St., Suite 400  
Mesa, AZ 85201

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Principal Procurement Agency (“PPA”) Attachment D



**REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT  
TO BE ADMINISTERED BY  
OMNIA PARTNERS**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier’s review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE  
PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE,  
EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

**EXHIBIT A**  
**RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

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**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.1 Requirement**

The City of Mesa (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Vehicle Ties, Accessories and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.



These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

## **1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams

- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and ~~Guaranteed Contract Sales under this Request for Proposal~~. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

**Commented [JC1]:** Exception request. Please change administrative fee to 1% and delete the language with strikethroughs

### 1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 Million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

### 1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may

exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

### 1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is **one of several** Supplier's **primary** "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, **including any and made available** to existing customers, ~~and Supplier will transition existing customers, upon their request, to the Master Agreement,~~ and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement **with exceptions** with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify ~~an executive~~ corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

**Commented [JC2]:** Exception request. Please make language changes (strikethroughs and additions)

## 2.2 Pricing Commitment

Supplier commits the ~~not to exceed~~ pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide ~~in similar business circumstances within the government market. and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~

**Commented [JC3]:** Exception Request. Please make language changes (strikethroughs and additions)

## 2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as one of its ~~go to~~ market strategy in this defined sector and that its sales force ~~will be knowledgeable of and trained, engaged and committed to offering~~ the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement ~~as identified with specific purchase order.~~ Supplier also commits its sales force will be compensated, including ~~sales incentives,~~ for sales to Public Agencies under the Master Agreement ~~in a consistent with or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.~~

**Commented [JC4]:** Exception request. Please make language changes (strikethroughs and additions)

## 3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

**Commented [JC5]:** Must address these items in our proposal

### 3.1 Company

- A. Brief history and description of Supplier. ~~It is a \$10B per year company operating 19 plants in 16 locations and employees over 22,000 people in North America. Michelin manufacturers and sells a full line of tires, retreads, and selected services. Michelin has been in business for more that 120 years, 69 in the United States.~~
- B. Total number and location of sales persons employed by Supplier. ~~Michelin field sales force exceeds 150 people located throughout the U.S. market.~~
- C. Number and location of support centers (if applicable) and location of corporate office. ~~Michelin's corporate support center is in Greenville, SC~~
- D. Annual sales for the three previous fiscal years. ~~Michelin sales annually exceeds \$10B. Additional financial data can be found at [www.michelin.com/eng](http://www.michelin.com/eng)~~
- E. Submit FEIN and Dunn & Bradstreet report. ~~FEIN: 11-1724631. D&B: 1R3~~
- F. Describe any green or environmental initiatives or policies. ~~Information can be found at [www.michelinman.com](http://www.michelinman.com)~~

**Commented [JC6]:** Following are Michelin's responses.

- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. **Information can be found at [www.michelinman.com](http://www.michelinman.com). Michelin's diversity actions have no impact on pricing.**
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.  
**Information can be found at [www.michelinman.com](http://www.michelinman.com)**
- I. Describe how supplier differentiates itself from its competitors. **Quality products, innovation, respect for its employees, respect for the environment are just a few of Michelin's strengths.**

### 3.2

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier. **In the normal course of business, Michelin is involved in litigation and generally does not disclose the details of such litigations.**
- K. Felony Conviction Notice: Indicate if the supplier is:
  - A publicly held corporation and this reporting requirement is not applicable. **Not applicable – Publicly held in France.**
  - Not owned or operated by anyone who has been convicted of a felony. **This is correct.**
  - Owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions. **Not applicable.**
- L. Describe any debarment or suspension actions taken against supplier. **Offeror has not been subject to any order, judgement or decree of any Federal or State authority barring, suspending or otherwise limiting the right of Offeror to engage in any business, practice or activity.**

#### a. Distribution, Logistics

- i. Describe the full line of products and services offered by supplier.
  - **Michelin Brand: Passenger, Lt Truck, Truck, Industrial, OTR-EM, and Agricultural.**
  - **BFGoodrich Brand: Pursuit, Passenger, Lt Truck, and Truck**
  - **Uniroyal Brand: Passenger, Lt Truck, Truck.**
  - **Michelin Retreads**
  - **Tire related services through Michelin independent Dealers.**
- ii. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas. **Distribution is and will continue to be through the Michelin Independent Dealer network. There are over**

10,000 Dealer stores in the United States. 850 of them have participated in the Michelin Government Sales Program.

- iii. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user. See iii above.
- iv. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable. Michelin has 19 plants in 16 locations in North America. Michelin's most recent addition to its distribution network is a facility greater than 3M square feet. Other information on this subject can be obtained at [www.michleln.com](http://www.michleln.com).

**b. Marketing and Sales**

**Within 90 days of a contract, Michelin will collaborate with OMNIA Partners to develop a mutually beneficially sales and marketing strategy. This is applicable to all the sections listed below.**

- i. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- ii. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement



- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

- iii. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- iv. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- v. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
  - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate

- iv. Non-exclusive
- vi. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
  - i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts
- vii. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - vii. Contracts
- viii. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team. Michelin's sales force is nationwide and assigned by geography/market, distribution, product orientation, and Customer requirements.
- ix. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program. Michelin will collaborate with OMNIA Partners to construct an appropriate sales and marketing plan.
- x. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc. Michelin will collaborate with OMNIA Partners to construct an appropriate sales and marketing plan.
- I. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each. Michelin's Customer data is considered confidential and proprietary.
- J. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple Requirements for National Cooperative Contract

**Commented [JC7]:** John Cook – Michelin Contract Manager will be the contact point for all elements. Contact information is [John.cook@michelin.com](mailto:John.cook@michelin.com), 864-313-5120.

platforms that may be used for any of these functions. **Michelin's Authorized Dealer Network receives payment from the Government market Customers and is responsible for order management.**

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ \_\_\_\_\_ .00 in year one  
\$ \_\_\_\_\_ .00 in year two  
\$ \_\_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

**Commented [JC8]:** Exception request. Michelin will pay on actual sales only.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

**EXHIBIT B**

**ADMINISTRATION AGREEMENT, EXAMPLE**



**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and \_\_\_\_\_ ("Supplier").

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the "Principal Procurement Agency") has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

**WHEREAS**, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**TERMS AND CONDITIONS**

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

OMNIA Partners' failure to maintain its covenants and commitments contained in this Agreement or any action of OMNIA Partners' which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to OMNIA Partners, in addition to any and all remedies available at law or equity, Supplier shall have the right to terminate this Agreement at Supplier's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

This Agreement shall terminate automatically, without notice by either party, upon the occurrence of any of the following events: (i) dissolution of either party, whether by operation of law or otherwise; (ii) insolvency of either party, for the benefit of creditors or the institution of proceedings under the insolvency or bankruptcy laws of which either party is the subject; (iii) any change in the ownership or management of OMNIA Partners as described in this Agreement, unless prior to the occurrence of such change in ownership or management, Supplier is notified of the change in writing and gives written approval; or (iv) any attempted assignment by OMNIA Partners of this Agreement or any right or interest arising from this Agreement without the prior written consent of Supplier.

Commented [JC9]: Exception Request.

#### NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon

request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website.

Supplier at all times retains the rights to and ownership of its intellectual property and other proprietary information.

Commented [JC10]: Exception request. Add language

Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims 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 Agreement, and Supplier will at its expense be solely responsible for defending OMNIA Partners against all such claims, actions and suits. If the Products are subject to an injunction, Supplier will at its expense choose either to obtain for OMNIA Partners 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. Supplier's entire liability and OMNIA Partners' exclusive and sole remedy with respect to any such claims, actions or suits is limited to those enumerated in this Section and any and all other remedies are explicitly excluded including, but not limited to consequential damages, special damages and business interruption expenses.

Commented [JC11]: Exception request. Change language (strikethrough and add)

Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

Commented [KT12]: John, do we need to use their logo?

Commented [JC13]: Delete. Uncomfortable with this.

#### ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of percent ( %) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

Commented [JC14]: Exception request. 1% admin fee.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by



the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion.

**Commented [JC15]:** Exception request. Please change to 30 days after the end of the preceding month.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

**Commented [JC16]:** Exception request. Please change to 30 days after the end of the preceding month.

~~15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty(30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector' costs and expenses related to such audit.~~

**Commented [JC17]:** Exception request. Michelin does not agree to paying interest.

**Commented [JC18]:** Exception request. Please delete section 15.

## GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. With written consent from Supplier, This Agreement and OMNIA Partners, Public Sector' rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector' sole

discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

With written consent from OMNIA Partners, this Agreement and Supplier's rights and obligations hereunder may be assigned at Supplier's sol discretion to an affiliate of Supplier, any purchaser of any or all or substantially all of the assets of Supplier, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise.

Assignment without written consent from the appropriate Party is null and void.

**Commented [JC19]:** Exception request to modify the language.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

Michelin North America, Inc.  
One Parkway South  
Greenville, SC 29615

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of

Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**[Michelin North America, Inc.]**



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Signature

Joe O'Connor

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Name

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Director, Government and Military Sales

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Title

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9/4/19

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Date

**OMNIA PARTNERS, PUBLIC SECTOR**

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Signature

Sarah Vavra

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Name

Sr. Vice President, Public Sector

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Contracting

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Title

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Date

## EXHIBIT C

### MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

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#### **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

#### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

Requirements for National Cooperative Contract

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. / The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

OMNIA PARTNERS, PUBLIC SECTOR

|                                |                                                                |
|--------------------------------|----------------------------------------------------------------|
| _____<br>Authorized Signature  | _____<br>Signature<br>Sarah E. Vavra                           |
| _____<br>Name                  | _____<br>Name<br>Sr. Vice President, Public Sector Contracting |
| _____<br>Title and Agency Name | _____<br>Title                                                 |
| _____<br>Date                  | _____<br>Date                                                  |

**EXHIBIT D**

**OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

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**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners, Public Sector”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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**FEDERAL CERTIFICATIONS**  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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**TO WHOM IT MAY CONCERN:**

**City of Mesa and/or Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when City of Mesa and/or Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the City of Mesa and/or Participating Agency and the City of Mesa and/or Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when City of Mesa and/or a Participating Agency expends federal funds, the City of Mesa and/or Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES           DOL           Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when City of Mesa and/or a Participating Agency expends federal funds, the City of Mesa and/or Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES           DOL           Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

Pursuant to Federal Rule (C) above, when City of Mesa and/or a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES           DOE           Initials of Authorized Representative of offeror

**(D) 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 CFR Part 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 CFR Part 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.

Pursuant to Federal Rule (D) above, when City of Mesa and/or a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES           DOE           Initials of Authorized Representative of offeror

**(E) 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 CFR Part 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when City of Mesa and/or a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by City of Mesa and/or Participating Agency resulting from this procurement process.

Does offeror agree? YES           DOE           Initials of Authorized Representative of offeror

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §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 CFR Part 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.

Pursuant to Federal Rule (F) above, when federal funds are expended by City of Mesa and/or Participating Agency, the offeror certifies that during the term of an award for all contracts by City of Mesa and/or Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES           DOE           Initials of Authorized Representative of offeror

Requirements for National Cooperative Contract

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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)

Pursuant to Federal Rule (G) above, when federal funds are expended by City of Mesa and/or Participating Agency, the offeror certifies that during the term of an award for all contracts by City of Mesa and/ or Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DOE Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 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 Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.**

Pursuant to Federal Rule (H) above, when federal funds are expended by City of Mesa and/or Participating Agency, the offeror certifies that during the term of an award for all contracts by City of Mesa and/or Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the City of Mesa and/or Participating Agency.

Does offeror agree? YES DOE Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.**

Pursuant to Federal Rule (I) above, when federal funds are expended by City of Mesa and/ or Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by City of Mesa and/or Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DOE Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by City of Mesa and/or Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DOE Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When City of Mesa and/or Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES DOE Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to City of Mesa and/or any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES DOE Initials of Authorized Representative of offeror

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES DOE Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES DOE Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: Michelin North America, Inc.

Address, City, State, and Zip Code: One Parkway South, Greenville, SC, 29615

Phone Number: 866-866-6605 Fax Number: 864-458-5119

Printed Name and Title of Authorized Representative: Joe O'Connor, Director, Government and Military Sales

Email Address: john.cook@michelin.com



Signature of Authorized Representative: \_\_\_\_\_ Date: 9/4/19

**EXHIBIT G**

**NEW JERSEY BUSINESS COMPLIANCE**

**Commented [JC20]:** Michelin will not be signing the New Jersey Business Compliance docs at this time.

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1      Ownership Disclosure Form
- DOC #2      Non-Collusion Affidavit
- DOC #3      Affirmative Action Affidavit
- DOC #4      Political Contribution Disclosure Form
- DOC #5      Stockholder Disclosure Certification
- DOC #6      Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7      New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.



DOC #1

**OWNERSHIP DISCLOSURE FORM**  
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

| Name | Address | Interest |
|------|---------|----------|
|      |         |          |
|      |         |          |
|      |         |          |
|      |         |          |
|      |         |          |

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Date Authorized Signature and Title

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_  
Name City

in the County of \_\_\_\_\_, State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_  
Title Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20 \_\_\_\_

SEAL

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT**  
(P.L. 1975, C.127)

Company Name: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Authorized Signature and Title*

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE  
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

**DOC #4**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**DOC #4, continued**

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”





DOC #4, continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

|                    |              |         |
|--------------------|--------------|---------|
| Freeholders        | County Clerk | Sheriff |
| {County Executive} | Surrogate    |         |

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership       Corporation       Sole Proprietorship

Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

|               |               |
|---------------|---------------|
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |
| Name:         | Name:         |
| Home Address: | Home Address: |

|                                                               |                                       |
|---------------------------------------------------------------|---------------------------------------|
| Subscribed and sworn before me this ____ day of _____,<br>2 . | _____ (Affiant)                       |
| (Notary Public)                                               | _____ (Print name & title of affiant) |
| My Commission expires:                                        | (Corporate Seal)                      |

**DOC #6**

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf)

Offerors should submit the above form completed with their proposal.

**DOC #7**

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**  
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

**EXHIBIT H**

**OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

|                      |                    |                        |                         |                        |
|----------------------|--------------------|------------------------|-------------------------|------------------------|
| State of Alabama     | State of Hawaii    | State of Massachusetts | State of New Mexico     | State of South Dakota  |
| State of Alaska      | State of Idaho     | State of Michigan      | State of New York       | State of Tennessee     |
| State of Arizona     | State of Illinois  | State of Minnesota     | State of North Carolina | State of Texas         |
| State of Arkansas    | State of Indiana   | State of Mississippi   | State of North Dakota   | State of Utah          |
| State of California  | State of Iowa      | State of Missouri      | State of Ohio           | State of Vermont       |
| State of Colorado    | State of Kansas    | State of Montana       | State of Oklahoma       | State of Virginia      |
| State of Connecticut | State of Kentucky  | State of Nebraska      | State of Oregon         | State of Washington    |
| State of Delaware    | State of Louisiana | State of Nevada        | State of Pennsylvania   | State of West Virginia |
| State of Florida     | State of Maine     | State of New Hampshire | State of Rhode Island   | State of Wisconsin     |
| State of Georgia     | State of Maryland  | State of New Jersey    | State of South Carolina | State of Wyoming       |
| District of Columbia |                    |                        |                         |                        |

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI

CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA

CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT

ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT

LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT

RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT  
ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**  
ASCENSION PARISH, LA



ASCENSION PARISH, LA, CLEAR OF COURT  
CADDO PARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR  
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,  
OR  
CLATSOP COUNTY, OR  
COLUMBIA COUNTY, OR  
COOS COUNTY, OR  
COOS COUNTY HIGHWAY DEPARTMENT, OR  
COUNTY OF HAWAII, OR  
CROOK COUNTY, OR  
CROOK COUNTY ROAD DEPARTMENT, OR  
CURRY COUNTY, OR  
DESCHUTES COUNTY, OR  
DOUGLAS COUNTY, OR  
EAST BATON ROUGE PARISH, LA  
GILLIAM COUNTY, OR  
GRANT COUNTY, OR  
HARNEY COUNTY, OR  
HARNEY COUNTY SHERIFFS OFFICE, OR  
HAWAII COUNTY, HI  
HOOD RIVER COUNTY, OR  
JACKSON COUNTY, OR  
JEFFERSON COUNTY, OR  
JEFFERSON PARISH, LA  
JOSEPHINE COUNTY GOVERNMENT, OR  
LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
LAFAYETTE PARISH, LA  
LAFAYETTE PARISH CONVENTION & VISITORS  
COMMISSION  
LAFOURCHE PARISH, LA  
KAUAI COUNTY, HI  
KLAMATH COUNTY, OR  
LAKE COUNTY, OR  
LANE COUNTY, OR  
LINCOLN COUNTY, OR  
LINN COUNTY, OR  
LIVINGSTON PARISH, LA  
MALHEUR COUNTY, OR  
MAUI COUNTY, HI  
MARION COUNTY, SALEM, OR  
MORROW COUNTY, OR  
MULTNOMAH COUNTY, OR  
MULTNOMAH COUNTY BUSINESS AND  
COMMUNITY SERVICES, OR  
MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
MULTNOMAH LAW LIBRARY, OR  
ORLEANS PARISH, LA  
PLAQUEMINES PARISH, LA  
POLK COUNTY, OR  
RAPIDES PARISH, LA  
SAINT CHARLES PARISH, LA  
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
SAINT LANDRY PARISH, LA  
SAINT TAMMANY PARISH, LA  
SHERMAN COUNTY, OR  
TERREBONNE PARISH, LA  
TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR

WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT  
COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF Uintah, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
AUTHORITIES, RESERVATIONS AND UTILITIES  
INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,  
LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL  
COUNCIL  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HONOLULU INTERNATIONAL AIRPORT  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH  
 REGION 3  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 MEDFORD WATER COMMISSION  
 MELHEUR COUNTY JAIL, OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION  
 COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
 NORTHEAST OREGON HOUSING AUTHORITY, OR  
 PORT OF BRANDON, OR  
 PORT OF MORGAN CITY, LA  
 PORTLAND DEVELOPMENT COMMISSION, OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR  
 OREGON COAST COMMUNITY ACTION  
 OREGON HOUSING AND COMMUNITY SERVICES  
 OREGON LEGISLATIVE ADMINISTRATION  
 ROGUE VALLEY SEWER, OR  
 SAINT LANDRY PARISH TOURIST COMMISSION  
 SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM MASS TRANSIT DISTRICT  
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
 LA  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 TRI-COUNTY METROPOLITAN TRANSPORTATION  
 DISTRICT OF OREGON  
 TUALATIN HILLS PARK & RECREATION DISTRICT  
 TUALATIN VALLEY FIRE & RESCUE  
 TUALATIN VALLEY WATER DISTRICT  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS

DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION COUNTY SCHOOL DISTRICT  
 MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J  
 MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MULTISENSORY LEARNING ACADEMY  
 MYRTLE PINT SCHOOL DISTRICT 4I  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.10I  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE  
 DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA

SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT  
 BEAVER SCHOOL DISTRICT, UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT  
 BOX ELDER SCHOOL DISTRICT, UT  
 CBA CENTER, UT  
 CACHE SCHOOL DISTRICT, UT  
 CANYON RIM ACADEMY, UT  
 CANYONS DISTRICT, UT  
 CARBON SCHOOL DISTRICT, UT  
 CHANNING HALL, UT  
 CHARTER SCHOOL LEWIS ACADEMY, UT  
 CITY ACADEMY, UT  
 DAGGETT SCHOOL DISTRICT, UT  
 DAVINCI ACADEMY, UT  
 DAVIS DISTRICT, UT  
 DUAL IMMERSION ACADEMY, UT  
 DUCHESNE SCHOOL DISTRICT, UT  
 EARLY LIGHT ACADEMY AT DAYBREAK, UT  
 EAST HOLLYWOOD HIGH, UT  
 EDITH BOWEN LABORATORY SCHOOL, UT  
 EMERSON ALCOTT ACADEMY, UT  
 EMERY SCHOOL DISTRICT, UT  
 ENTHEOS ACADEMY, UT  
 EXCELSIOR ACADEMY, UT  
 FAST FORWARD HIGH, UT  
 FREEDOM ACADEMY, UT  
 GARFIELD SCHOOL DISTRICT, UT  
 GATEWAY PREPARATORY ACADEMY, UT  
 GEORGE WASHINGTON ACADEMY, UT  
 GOOD FOUNDATION ACADEMY, UT  
 GRAND SCHOOL DISTRICT, UT  
 GRANITE DISTRICT, UT  
 GUADALUPE SCHOOL, UT  
 HAWTHORN ACADEMY, UT  
 INTECH COLLEGIATE HIGH SCHOOL, UT  
 IRON SCHOOL DISTRICT, UT  
 ITINERIS EARLY COLLEGE HIGH, UT  
 JOHN HANCOCK CHARTER SCHOOL, UT  
 JORDAN DISTRICT, UT

JUAB SCHOOL DISTRICT, UT  
 KANE SCHOOL DISTRICT, UT  
 KARL G MAESER PREPARATORY ACADEMY, UT  
 LAKEVIEW ACADEMY, UT  
 LEGACY PREPARATORY ACADEMY, UT  
 LIBERTY ACADEMY, UT  
 LINCOLN ACADEMY, UT  
 LOGAN SCHOOL DISTRICT, UT  
 MARIA MONTESSORI ACADEMY, UT  
 MERIT COLLEGE PREPARATORY ACADEMY, UT  
 MILLARD SCHOOL DISTRICT, UT  
 MOAB CHARTER SCHOOL, UT  
 MONTICELLO ACADEMY, UT  
 MORGAN SCHOOL DISTRICT, UT  
 MOUNTAINVILLE ACADEMY, UT  
 MURRAY SCHOOL DISTRICT, UT  
 NAVIGATOR POINTE ACADEMY, UT  
 NEBO SCHOOL DISTRICT, UT  
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT  
 NOAH WEBSTER ACADEMY, UT  
 NORTH DAVIS PREPARATORY ACADEMY, UT  
 NORTH SANPETE SCHOOL DISTRICT, UT  
 NORTH STAR ACADEMY, UT  
 NORTH SUMMIT SCHOOL DISTRICT, UT  
 ODYSSEY CHARTER SCHOOL, UT  
 OGDEN PREPARATORY ACADEMY, UT  
 OGDEN SCHOOL DISTRICT, UT  
 OPEN CLASSROOM, UT  
 OPEN HIGH SCHOOL OF UTAH, UT  
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
 PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT  
 QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT  
 RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT  
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT  
 SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT  
 TIMPANOGOS ACADEMY, UT  
 TINTIC SCHOOL DISTRICT, UT  
 TOOEELE SCHOOL DISTRICT, UT

TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY  
STATE OF UTAH

# Exceptions from Michelin with responses to Request for Proposal

## 2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

### 2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is **one of several** Supplier's **primary** "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, ~~including any~~ **and made available** to existing customers, ~~and Supplier will transition existing customers, upon their request, to the Master Agreement,~~ and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement **with exceptions** with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify ~~an executive~~ corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Commented [JC2]: Exception request. Please make language changes (strikethroughs and additions)

Requirements for National Cooperative Contract  
Page 5 of 45

### Response to Section 2.1 – Corporate Commitment items in red:

- Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is the national "go to market" strategy for Public Agencies (3) the Master Agreement will be promoted to all Public Agencies, and made available to existing customers and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with exceptions with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.
- Michelin accepts this language (highlighted in yellow). 11/18/19

### 2.2 Pricing Commitment

Supplier commits the ~~not to exceed~~ pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide **in similar business circumstances within the government market.** ~~and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~

Commented [JC3]: Exception Request. Please make language changes (strikethroughs and additions)

### Response to Section 2.2 – Pricing Commitment:

- Supplier commits the not to exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide in similar business circumstances within the government market. If lower pricing is available through a national, state, regional or local or cooperative contract, the Supplier may match such lower pricing, by agreement, to Participating Public Agencies when able.

- Michelin accepts this language (highlighted in yellow). 11/18/19

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as one of its go to market strategy in this defined sector and that its sales force will be knowledgeable of and trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement as identified with specific purchase order. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent with or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Changes (Strike-throughs and additions)

Commented [JC4]: Exception request. Please make language changes (strike-throughs and additions)

Response to Section 2.3 - Sales Commitment:

- Supplier commits to aggressively market the Master Agreement as one of its market strategy in this defined sector and that its sales force will be knowledgeable of, trained, and engaged in offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated for sales to Public Agencies under the Master Agreement consistent with sales to Public Agencies if Supplier were not awarded the Master Agreement.

- Michelin accepts this language (highlighted in yellow). 11/18/19

M. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ \_\_\_\_\_ .00 in year one  
 \$ \_\_\_\_\_ .00 in year two  
 \$ \_\_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Commented [JC8]: Exception request. Michelin will pay on actual sales only.

Response to Section 3.1 Company item M:

*OMNIA Partners agrees on actual sales however as this is a new contract, OMNIA Partners is requesting that Michelin provide estimated sales for year one, year two, and year three.* **Michelin Comments 11/11/19: Thank you for accepting our request for actual sales. Michelin will provide estimated sales for year one, year two, and year three. We would like to submit this information after the contract is finalized and at a date that is acceptable by both parties.**

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**City of Mesa Proposal - Solicitation #2019209**  
**Authorized Dealer List - City of Mesa & Surrounding Area**  
**Michelin North America, Inc.**  
**9/4/19**

| Name                                      | Address                       | City     | State | Zip   | Phone          |
|-------------------------------------------|-------------------------------|----------|-------|-------|----------------|
| BGA Truck & Trailer Repair & Tire Service | 556 N 105th St                | Mesa     | AZ    | 85207 | (602) 710-0250 |
| Big O Tires                               | 1738 S Crismon Rd             | Mesa     | AZ    | 85209 | (480) 545-5369 |
| Big O Tires                               | 2113 S Power Rd               | Mesa     | AZ    | 85209 | (480) 830-1118 |
| Big O Tires                               | 4243 E Main St                | Mesa     | AZ    | 85205 | (480) 854-3577 |
| Big O Tires                               | 6702 E Mckellips Rd           | Mesa     | AZ    | 85215 | (480) 924-4000 |
| Gomez Tires                               | 534 W Mckellips Rd            | Mesa     | AZ    | 85201 | (480) 898-7170 |
| Redburn Tire Company                      | 2339 N.Country Club Dr.       | Mesa     | AZ    | 85201 | (480) 962-0435 |
| Roberts Tire Sales                        | 4747 S. Power Rd              | Mesa     | AZ    | 85212 | (480) 967-8805 |
| 2 U Tire                                  | 1138 S Wilbur                 | Mesa     | AZ    | 85210 | (602) 346-9210 |
| Purcell Tire & Rubber Co                  | 3720 E Baseline Rd            | Mesa     | AZ    | 85206 | (480) 503-2000 |
| Big O Tires                               | 2550 E Germann Rd             | Chandler | AZ    | 85286 | (480) 726-0077 |
| Jack's Tire & Oil                         | 650 South 79th St             | Chandler | AZ    | 85226 | (480) 498-8301 |
| Love's Travel Stops & Country Stores      | 7001 W Sundust Rd.            | Chandler | AZ    | 85226 | (520) 796-1185 |
| Big O Tires                               | 3465 E Baseline Rd            | Gilbert  | AZ    | 85234 | (480) 892-0903 |
| Big O Tires                               | 750 S Lindsay Rd              | Gilbert  | AZ    | 85296 | (480) 633-2446 |
| 67th & Latham                             | 6741 W Latham St              | Phoenix  | AZ    | 85043 | (623) 936-6600 |
| ASAP Firebird Tire Service                | 22444 N 19Th Ave #A           | Phoenix  | AZ    | 85027 | (623) 582-9212 |
| BGA Truck & Trailer Repair & Tire Service | 10426 W Calle De Eden         | Phoenix  | AZ    | 85037 | (602) 710-0250 |
| Big O Tires                               | 15625 S Desert Foothills Pkwy | Phoenix  | AZ    | 85048 | (480) 460-6319 |
| Big O Tires                               | 1975 W Happy Valley Rd        | Phoenix  | AZ    | 85085 | (623) 516-2446 |
| Big O Tires                               | 21029 N Cave Creek Rd         | Phoenix  | AZ    | 85024 | (602) 867-1811 |
| Big O Tires                               | 2248 W Bell Rd                | Phoenix  | AZ    | 85023 | (602) 866-7558 |
| Big O Tires                               | 2510 N 75th Ave               | Phoenix  | AZ    | 85035 | (623) 846-0112 |
| Big O Tires                               | 5049 N 7th St                 | Phoenix  | AZ    | 85014 | (602) 362-2105 |
| Big O Tires                               | 720 E Baseline Rd             | Phoenix  | AZ    | 85042 | (602) 243-6255 |
| Border Tire                               | 111 E Maricopa Frwy           | Phoenix  | AZ    | 85004 | (602) 252-2625 |
| Jack's Tire & Oil Of Arizona              | 5925 West Monroe Ave          | Phoenix  | AZ    | 85043 | (602) 278-2338 |
| Purcell Tire & Rubber Company             | 17036 N Cave Creek            | Phoenix  | AZ    | 85032 | (602) 971-6820 |
| Purcell Tire & Rubber Company             | 2310 W. Mcdowell              | Phoenix  | AZ    | 85009 | (602) 252-3500 |
| Purcell Tire & Rubber Company             | 3110 E Indian School Rd       | Phoenix  | AZ    | 85016 | (602) 956-1050 |
| Redburn Tire Company                      | 1801 S 51st Ave               | Phoenix  | AZ    | 85043 | (602) 269-9284 |
| Redburn Tire Company                      | 3801 W Clarendon              | Phoenix  | AZ    | 85019 | (602) 272-7601 |
| Robert's Tire Sales Inc.                  | 2602 N. 27th Ave              | Phoenix  | AZ    | 85009 | (602) 233-9122 |
| Purcell Tire And Rubber Co                | 10607 N 32nd St               | Phoenix  | AZ    | 85028 | (602) 996-1600 |
| Southern Tire Mart                        | 4820 W Buckeye Rd             | Phoenix  | AZ    | 85043 | (602) 269-2509 |
| Big O Tires                               | 1845 E Elliot Rd              | Tempe    | AZ    | 85284 | (480) 456-1030 |
| Big O Tires                               | 2020 S Rural Rd               | Tempe    | AZ    | 85282 | (480) 968-3995 |
| Purcell Tire & Rubber Co                  | 2077 S Hardy Dr               | Tempe    | AZ    | 85282 | (480) 967-8758 |

City of Mesa Proposal - Solicitation #2019209

Authorized Dealer List - Top 250

Michelin North America, Inc.

9/4/19

| Count | Name                             | Address                      | City         | State | Zip   | Phone          |
|-------|----------------------------------|------------------------------|--------------|-------|-------|----------------|
| 1     | Purcell Tire & Rubber            | 342 W Chipperfield Dr        | Anchorage    | AK    | 99501 | (907) 276-7515 |
| 2     | Purcell Tire & Rubber            | 3790 Stoneridge Rd           | Fairbanks    | AK    | 99701 | (907) 479-3399 |
| 3     | Snider Tire, Inc.                | 2109 16th St N               | Birmingham   | AL    | 35204 | (205) 252-3150 |
| 4     | Snider Tire, Inc.                | 1061 Mcentire Ln             | Decatur      | AL    | 35601 | (256) 308-0360 |
| 5     | Snider Tire, Inc.                | 2009 Northern Blvd           | Montgomery   | AL    | 36110 | (334) 262-1661 |
| 6     | Snider Tire, Inc.                | 5030 Old Montgomery Hwy      | Tuscaloosa   | AL    | 35405 | (205) 758-8361 |
| 7     | Ozarko Tire Centers, Inc.        | 159 Heber Springs Rd         | Batesville   | AR    | 72503 | (870) 793-9500 |
| 8     | Raben Tire Company               | 1400 S Division St.          | Blytheville  | AR    | 72315 | (870) 763-8140 |
| 9     | Ozarko Tire Centers, Inc.        | 1897 W. Henri Detonti Blvd   | Springdale   | AR    | 72762 | (479) 927-9595 |
| 10    | Michael M. Golightly             | 3900 E. Huntington Dr.       | Flagstaff    | AZ    | 86004 | (928) 526-1945 |
| 11    | Redburn Tire Company             | 1801 S 51st Ave              | Phoenix      | AZ    | 85043 | (602) 269-9284 |
| 12    | Border Tire                      | 6450 E Valencia              | Tucson       | AZ    | 85705 | (520) 628-1402 |
| 13    | Purcell Tire & Rubber            | 1515 W Ajo Way               | Tucson       | AZ    | 85713 | (520) 623-5766 |
| 14    | Redburn Tire Company             | 3775 E. 43rd Place           | Tucson       | AZ    | 85713 | (520) 571-1133 |
| 15    | Redburn Tire Company             | 3130 S. Shortway             | Yuma         | AZ    | 85365 | (928) 726-2700 |
| 16    | Wksj Enterprises                 | 12000 Locksley Ln            | Auburn       | CA    | 95602 | (530) 823-7020 |
| 17    | Border Tire                      | 19384 Quinn Rd               | Bakersfield  | CA    | 93308 | (661) 391-5900 |
| 18    | Tyacks Tires Inc                 | 211 Sumner St.               | Bakersfield  | CA    | 93305 | (661) 324-9747 |
| 19    | Parkhouse Tire Service, Inc.     | 5960 Shull St                | Bell Gardens | CA    | 90201 | (562) 928-0421 |
| 20    | Britts Diesel & Automotive       | 383 Joe Smith Rd             | Bishop       | CA    | 93514 | (760) 872-1883 |
| 21    | Canyon Tire Sales, Inc.          | 10060 Dawson Canyon Rd       | Corona       | CA    | 92883 | (951) 603-0615 |
| 22    | Canyon Tire Sales, Inc.          | 1240 Magnolia Ave            | Corona       | CA    | 92879 | (951) 371-1704 |
| 23    | East Bay Tire Co.                | 2200 Huntington Dr           | Fairfield    | CA    | 94533 | (707) 437-4700 |
| 24    | Border Tire                      | 14047 Slover Ave             | Fontana      | CA    | 92337 | (909) 429-6876 |
| 25    | Parkhouse Tire Service, Inc.     | 13655 Santa Ana Ave          | Fontana      | CA    | 92337 | (909) 428-1415 |
| 26    | East Bay Tire Co.                | 2955 S Orange Ave            | Fresno       | CA    | 93725 | (559) 354-1000 |
| 27    | Border Tire                      | 12208 Industry Rd            | Lakeside     | CA    | 92040 | (619) 596-8473 |
| 28    | Get Tires Inc.                   | 115 East L-4                 | Lancaster    | CA    | 93535 | (661) 940-1533 |
| 29    | Mccoys Truck Tire Service Center | 1407 Lone Palm Ave           | Modesto      | CA    | 95351 | (209) 521-6221 |
| 30    | Able Tire & Brake Co., Inc.      | 7090 Redwood Blvd            | Novato       | CA    | 94945 | (415) 897-4125 |
| 31    | Tehama Tire Service, Inc.        | 2606 S 5th Ave               | Oroville     | CA    | 95965 | (530) 533-0463 |
| 32    | Tehama Tire Service, Inc.        | 525 Antelope Blvdpo Box 1240 | Red Bluff    | CA    | 96080 | (530) 527-5272 |
| 33    | Tehama Tire Service, Inc.        | 2843 Favretto Ave            | Redding      | CA    | 96001 | (530) 241-3414 |
| 34    | Valley Tire                      | 2701 Market St               | Redding      | CA    | 96001 | (530) 241-1435 |
| 35    | East Bay Tire Co.                | 180 Harris Ave               | Sacramento   | CA    | 95838 | (800) 422-4774 |
| 36    | North State Tire Company, Inc.   | 1610 Kathleen Ave            | Sacramento   | CA    | 95815 | (916) 374-9065 |
| 37    | East Bay Tire Co.                | 330 Griffin St               | Salinas      | CA    | 93901 | (831) 757-5273 |

| Count | Name                               | Address                            | City              | State | Zip   | Phone          |
|-------|------------------------------------|------------------------------------|-------------------|-------|-------|----------------|
| 38    | Tehama Tire Service, Inc.          | 2152A O'Toole Ave                  | San Jose          | CA    | 95121 | (408) 943-3141 |
| 39    | Parkhouse Tire Service, Inc.       | 711 S Grand Ave                    | Santa Ana         | CA    | 92705 | (714) 542-4161 |
| 40    | Border Tire                        | 13710 Borate St                    | Santa Fe Springs  | CA    | 90670 | (657) 999-4210 |
| 41    | Canyon Tire Sales, Inc.            | 10630 Garfield Ave Unit 2          | South Gate        | CA    | 90280 | (323) 727-1010 |
| 42    | Parkhouse Tire Service, Inc.       | 72171 Varner Rd                    | Thousand Plms     | CA    | 92276 | (760) 343-1018 |
| 43    | Border Tire                        | 14117 Vanowen St                   | Van Nuys          | CA    | 91405 | (213) 749-6171 |
| 44    | Quality Tire, Inc.                 | 3428 Astrozon Blvd                 | Colorado Springs  | CO    | 80910 | (719) 632-4300 |
| 45    | A & E Tire, Inc.                   | 3855 E. 52nd Ave.                  | Denver            | CO    | 80216 | (303) 308-6900 |
| 46    | Quality Tire, Inc.                 | 22303 I-76 Frontage Rd Bldg B      | Hudson            | CO    | 80642 | (303) 536-4810 |
| 47    | Barnwell Of Connecticut            | 64 E Dudley Town Rd                | Bloomfield        | CT    | 06002 | (631) 737-6008 |
| 48    | Service Tire Truck Center, Inc.    | 101 W Dudley Town Rd, Suites A & B | Bloomfield        | CT    | 06002 | (413) 731-1956 |
| 49    | Hitchens Tire Service Inc.         | 1046 NE Front St.                  | Milford           | DE    | 19963 | (302) 424-4724 |
| 50    | Service Tire Truck Center, Inc.    | 15 Parkway Circle                  | New Castle        | DE    | 19720 | (302) 328-8473 |
| 51    | Dan Callaghan Enterprises, Inc.    | 1511 38Th Ave. E                   | Bradenton         | FL    | 34208 | (941) 746-6188 |
| 52    | Boulevard Tire Center              | 1609 N Cocoa Bl                    | Cocoa             | FL    | 32922 | (321) 639-3077 |
| 53    | Boulevard Tire Center              | 800 S Nova Rd                      | Daytona Beach     | FL    | 32114 | (386) 258-8129 |
| 54    | Dan Callaghan Enterprises, Inc.    | 2203 Alicia St                     | Fort Myers        | FL    | 33901 | (239) 334-0105 |
| 55    | Snider Tire, Inc.                  | 5321 Dr Martin Luther King Jr Blvd | Fort Myers        | FL    | 33905 | (239) 334-7100 |
| 56    | Earl W. Colvard, Inc.              | 2750 S Kings Hwy                   | Fort Pierce       | FL    | 34945 | (772) 489-8473 |
| 57    | Boulevard Tire Center              | 5105 Sw 41St Blvd                  | Gainesville       | FL    | 32608 | (352) 371-6209 |
| 58    | Dales Tire, Inc.                   | 2928 Ne 21st Way                   | Gainesville       | FL    | 32609 | (352) 377-9590 |
| 59    | Boulevard Tire Center              | 4801 N Hwy 19-A                    | Mount Dora        | FL    | 32757 | (352) 357-4040 |
| 60    | Boulevard Tire Center              | 424 W 13th St                      | Riviera Beach     | FL    | 33404 | (561) 842-4332 |
| 61    | Olin Mott Tire Co., Inc.           | 3741 E. Hillsborough Ave.          | Tampa             | FL    | 33610 | (813) 237-3945 |
| 62    | Atlanta Commercial Tire, Inc.      | 5067 Kennedy Rd                    | Forest Park       | GA    | 30297 | (404) 675-9998 |
| 63    | Sos Radial Tire Service, Inc.      | 115 Kicklighter Way                | Garden City       | GA    | 31408 | (912) 964-5511 |
| 64    | East Bay Tire Co.                  | 612 Kalanianaole Ave, Bldg B       | Hilo              | HI    | 96720 | (808) 935-2966 |
| 65    | East Bay Tire Co.                  | 94-290 Leonui St.                  | Waipahu           | HI    | 96797 | (808) 680-7634 |
| 66    | Jacks O. K. Tire Service Co.       | 919 Hwy 18 E                       | Algona            | IA    | 50511 | (515) 295-2459 |
| 67    | Bauer Built Tire & Service         | 1227 West US Highway 30            | Carroll           | IA    | 51401 | (712) 792-4378 |
| 68    | Bauer Built Tire & Service         | 628-58Th Avenue Court, S.W.        | Cedar Rapids      | IA    | 52404 | (319) 366-1608 |
| 69    | Bauer Built Tire & Service         | 5201 N.E. 15th St.                 | Des Moines        | IA    | 50313 | (515) 724-0023 |
| 70    | Bauer Built Tire & Service         | 11228 265th St                     | Mason City        | IA    | 50401 | (641) 423-5164 |
| 71    | Bauer Built Tire & Service         | 2086 Howard St.                    | Waterloo          | IA    | 50702 | (319) 232-6448 |
| 72    | Jacks Tire & Oil                   | 4490 Andco Dr.                     | Idaho Falls       | ID    | 83402 | (208) 552-7888 |
| 73    | Jacks Tire & Oil                   | 172 Hankins Rd South               | Kimberly          | ID    | 83341 | (208) 735-1160 |
| 74    | Pomps Tire Service, Inc.           | 1301 Busse Rd.                     | Elk Grove Village | IL    | 60007 | (847) 956-6900 |
| 75    | Commercial Tire Services, Inc.     | 1105 North 30th Ave                | Melrose Park      | IL    | 60160 | (708) 345-3211 |
| 76    | Bauer Built Tire & Service         | 850 N. Independence Blvd.          | Romeoville        | IL    | 60446 | (630) 378-1016 |
| 77    | Meekhof Tire Sales & Service, Inc. | 555 E 162nd St                     | South Holland     | IL    | 60473 | (708) 566-4500 |
| 78    | Raben Tire Company                 | 4121 Highway 31 E                  | Clarksville       | IN    | 47129 | (812) 283-9700 |
| 79    | Raben Tire Co., Inc.               | 1108 N Fares Ave.                  | Evansville        | IN    | 47711 | (812) 465-5555 |

| Count | Name                                | Address                    | City         | State | Zip   | Phone          |
|-------|-------------------------------------|----------------------------|--------------|-------|-------|----------------|
| 80    | Indy Tire Centers, Inc.             | 9302 E. 30th St.           | Indianapolis | IN    | 46229 | (317) 545-5505 |
| 81    | Dubois County Tire And Supply, Inc. | 2124 Newton St             | Jasper       | IN    | 47546 | (812) 482-2020 |
| 82    | Pomps Tire Service, Inc.            | 2700 Schyler Avenue        | Lafayette    | IN    | 47905 | (765) 742-4000 |
| 83    | Trac Interstar Llc                  | 915 Graham Stc/O Melt Tire | Emporia      | KS    | 66801 | (866) 420-3352 |
| 84    | T & W Tire                          | 2280 South Sheridan        | Wichita      | KS    | 67213 | (316) 683-8364 |
| 85    | Ziegler Tire                        | 10149 Toebben Drive        | Independence | KY    | 41051 | (859) 283-2043 |
| 86    | Ziegler Tire                        | 960 Nandino Blvd           | Lexington    | KY    | 40511 | (859) 252-0400 |
| 87    | Parsleys General Tire, Inc.         | 2006 N. Main St            | London       | KY    | 40741 | (606) 864-2276 |
| 88    | Snider Tire, Inc.                   | 15817 Old Hammond Hwy      | Baton Rouge  | LA    | 70816 | (225) 926-9230 |
| 89    | Snider Tire, Inc.                   | 1235 Sams Ave              | Harahan      | LA    | 70123 | (504) 733-8813 |
| 90    | T & W Tire                          | 7215 Greenwood Rd          | Shreveport   | LA    | 71119 | (318) 525-1070 |
| 91    | Petes Tire Barns, Inc.              | 407 Hartford Tpke          | Shrewsbury   | MA    | 01545 | (508) 754-9876 |
| 92    | Petes Tire Barns, Inc.              | 280 Mishawam Rd.           | Woburn       | MA    | 01801 | (781) 721-9070 |
| 93    | Rice Tire                           | 1420 Tilco Dr.             | Frederick    | MD    | 21704 | (800) 950-0550 |
| 94    | Service Tire Truck Center, Inc.     | 11790 Pika Dr.             | Waldorf      | MD    | 20602 | (301) 645-2898 |
| 95    | Stratham Tire Inc                   | 9 Target Cir               | Bangor       | ME    | 04401 | (207) 942-6338 |
| 96    | Bangor Tire Company                 | 514 Colbrook Rd            | Hermon       | ME    | 04401 | (207) 945-6431 |
| 97    | Meekhof Tire Sales & Service, Inc.  | 1640 Olson NE              | Grand Rapids | MI    | 49503 | (616) 458-7667 |
| 98    | Shrader Tire & Oil, Inc.            | 25445 Outer Dr             | Melvindale   | MI    | 48122 | (313) 386-0451 |
| 99    | Dependable Retreading, Inc.         | 12300 Stephens Rd          | Warren       | MI    | 48089 | (586) 755-7800 |
| 100   | Shrader Tire & Oil, Inc.            | 3835 Morgan Road           | Ypsilanti    | MI    | 48197 | (734) 434-9300 |
| 101   | Bauer Built Tire & Service          | 425 North Grove            | Blue Earth   | MN    | 56013 | (507) 526-2123 |
| 102   | Pomps Tire Service, Inc.            | 7385 Apollo Court          | Lino Lakes   | MN    | 55014 | (651) 784-3300 |
| 103   | Bauer Built Tire & Service          | 55181 210th Lane           | Mankato      | MN    | 56001 | (507) 387-6855 |
| 104   | Bauer Built Tire & Service          | 4525 Morris Lane N         | Rochester    | MN    | 55906 | (507) 282-4277 |
| 105   | Pomps Tire Service, Inc.            | 5440 W. 125th St.          | Savage       | MN    | 55378 | (952) 894-8846 |
| 106   | Pomps Tire Service, Inc.            | 13931 St Charles Rock Rd   | Bridgeton    | MO    | 63044 | (314) 739-6511 |
| 107   | Pomps Tire Service, Inc.            | 5320 Hwy 763 N             | Columbia     | MO    | 65202 | (573) 442-8259 |
| 108   | T & W Tire                          | 5301 E Front St            | Kansas City  | MO    | 64120 | (816) 483-4141 |
| 109   | Best One Fleet Service              | 2300 South 3rd St          | Saint Louis  | MO    | 63104 | (314) 865-0800 |
| 110   | Jims Tire Service, Inc.             | 5245 S. Limit Ave          | Sedalia      | MO    | 65301 | (660) 826-1663 |
| 111   | T & W Tire                          | 1210 Sedalia Rd            | Sedalia      | MO    | 65301 | (660) 826-4980 |
| 112   | Ozarko Tire Centers, Inc.           | 2301 N Belcrest Ave        | Springfield  | MO    | 65802 | (417) 866-8013 |
| 113   | Ozarko Tire Centers, Inc.           | 3325 N Hwy 63              | West Plains  | MO    | 65775 | (417) 256-9500 |
| 114   | Snider Tire, Inc.                   | 9252 Canal Rd              | Gulfport     | MS    | 39503 | (228) 863-1888 |
| 115   | Snider Tire, Inc.                   | 7212 Maygan Dr             | Olive Branch | MS    | 38654 | (662) 890-1500 |
| 116   | Snider Tire, Inc.                   | 535 Nwy Hwy 49 S           | Richland     | MS    | 39218 | (601) 932-5664 |
| 117   | Quality Tire, Inc.                  | 2604 Belknap Ave           | Billings     | MT    | 59101 | (406) 252-2911 |
| 118   | Quality Tire, Inc.                  | 4318 State Ave             | Billings     | MT    | 59101 | (406) 252-2911 |
| 119   | Colony Tire Corporation             | 407 Hwy 561 West           | Ahoskie      | NC    | 27910 | (252) 332-4196 |
| 120   | New River Tire & Alignment Company  | 2872 Old Hwy 421 South     | Boone        | NC    | 28607 | (828) 262-3700 |
| 121   | Snider Tire, Inc.                   | 900 Atando Ave.            | Charlotte    | NC    | 28206 | (704) 373-2910 |

| Count | Name                            | Address                       | City              | State | Zip   | Phone          |
|-------|---------------------------------|-------------------------------|-------------------|-------|-------|----------------|
| 122   | Snider Tire, Inc.               | 2129 Brunson Rd               | Durham            | NC    | 27703 | (919) 941-9700 |
| 123   | Colony Tire Corporation         | 1489 N Broad St               | Edenton           | NC    | 27932 | (252) 482-5521 |
| 124   | Colony Tire Corporation         | 108 Impact Blvd.              | Elizabeth City    | NC    | 27909 | (252) 338-4174 |
| 125   | Snider Tire, Inc.               | 300 East Meadowview Rd        | Greensboro        | NC    | 27406 | (336) 275-7188 |
| 126   | Colony Tire Corporation         | 110 Daughtridge Dr            | Greenville        | NC    | 27834 | (252) 754-2575 |
| 127   | Aiken-Black Tire Service, Inc.  | 823 1St Ave Nw                | Hickory           | NC    | 28601 | (828) 322-3736 |
| 128   | Colony Tire Corporation         | 3801 Dr. M. L. King Jr. Blvd  | New Bern          | NC    | 28560 | (252) 636-5525 |
| 129   | Black'S Tire Service, Inc.      | 4201 Capital Blvd             | Raleigh           | NC    | 27604 | (919) 872-8800 |
| 130   | Snider Tire, Inc.               | 1250 Intrepid Ct              | Raleigh           | NC    | 27610 | (919) 231-6690 |
| 131   | Snider Tire, Inc.               | 611 Airport Rd                | Rockingham        | NC    | 28379 | (910) 410-8200 |
| 132   | Colony Tire Corporation         | 3625 Us Hwy 421 N             | Wilmington        | NC    | 28401 | (910) 343-8100 |
| 133   | Bauer Built Tire & Service      | 3633 Apple Creek Rd, Unit 100 | Bismarck          | ND    | 58501 | (701) 751-6001 |
| 134   | Bauer Built Tire & Service      | 902 38th Street North         | Fargo             | ND    | 58102 | (701) 277-1535 |
| 135   | O. K. Tire Store, Inc.          | 1002 38Th St NW               | Fargo             | ND    | 58102 | (701) 277-8426 |
| 136   | Bauer Built Tire & Service      | 7800 North 56                 | Lincoln           | NE    | 68514 | (402) 464-7800 |
| 137   | Bauer Built Tire & Service      | 2200 South Highway 81         | Norfolk           | NE    | 68701 | (402) 379-4494 |
| 138   | Petes Tire Barns, Inc.          | 54 Route 101A                 | Amherst           | NH    | 03031 | (603) 672-8973 |
| 139   | Maynard & Lesieur, Inc.         | 31 W. Hollis St.              | Nashua            | NH    | 03060 | (603) 883-7739 |
| 140   | Petes Tire Barns, Inc.          | 100A Rt 9                     | West Chesterfield | NH    | 03466 | (603) 614-8066 |
| 141   | Service Tire Truck Center, Inc. | 280A Old Ledgewood Road       | Flanders          | NJ    | 07836 | (973) 347-8473 |
| 142   | Service Tire Truck Center, Inc. | 716 North Wade Boulevard      | Millville         | NJ    | 08332 | (856) 293-8473 |
| 143   | Edwards Tire Company, Inc.      | 1640 Wyckoff Rd               | Wall              | NJ    | 07719 | (732) 938-6767 |
| 144   | Redburn Tire Company            | 2645 Baylor Dr. SE            | Albuquerque       | NM    | 87106 | (505) 344-2300 |
| 145   | Forrest Tire Company, Inc.      | 2200 Mabry Dr                 | Clovis            | NM    | 88101 | (505) 762-0665 |
| 146   | Border Tire                     | 2701 W Amador                 | Las Cruces        | NM    | 88005 | (575) 288-3349 |
| 147   | Ted Wiens Tire & Auto           | 4435 W Wigwan Ave             | Las Vegas         | NV    | 89139 | (702) 589-9205 |
| 148   | Ted Wiens Tire & Auto           | 3841 E. Craig Rd.             | North Las Vegas   | NV    | 89030 | (702) 644-2669 |
| 149   | Purcell Tire & Rubber           | 470 S Rock Blvd               | Reno              | NV    | 89502 | (775) 786-5231 |
| 150   | Tyres International, Inc.       | 1425 Hulda Ct                 | Sparks            | NV    | 89431 | (775) 356-9040 |
| 151   | Barnwell House Of Tires Inc.    | 65 Jetson Ln                  | Central Islip     | NY    | 11722 | (631) 737-8473 |
| 152   | Valley Tire Co., Inc.           | 300 French Rd.                | Cheektowaga       | NY    | 14227 | (716) 668-2046 |
| 153   | Speck Sales Inc                 | 17746 N Dixie Hwy             | Bowling Green     | OH    | 43402 | (419) 353-8312 |
| 154   | Ziegler Tire                    | 8500 Clinton Rd.              | Brooklyn          | OH    | 44144 | (216) 961-6730 |
| 155   | Mighty Tire Wholesale, Inc.     | 4900 Navarre Rd.              | Canton            | OH    | 44706 | (330) 477-5580 |
| 156   | Ziegler Tire                    | 2210 Bolivar Rd SW            | Canton            | OH    | 44706 | (330) 453-0538 |
| 157   | K & M Tire, Inc.                | 965 Spencerville Rd           | Delphos           | OH    | 45833 | (419) 695-1061 |
| 158   | Shrader Tire & Oil, Inc.        | 9676 Inter Ocean Dr           | West Chester      | OH    | 45246 | (513) 733-8200 |
| 159   | Smetzers Tire Center, Inc.      | 352 W. Liberty St.            | Wooster           | OH    | 44691 | (330) 264-9901 |
| 160   | Joe Buckey Tire                 | 1039 Lee St                   | Zanesville        | OH    | 43701 | (740) 450-9384 |
| 161   | T & W Tire                      | 500 E Main                    | Ada               | OK    | 74820 | (580) 332-5145 |
| 162   | T & W Tire                      | 401 S Pioneer                 | Elk City          | OK    | 73644 | (580) 225-7772 |
| 163   | T & W Tire                      | 1722 N Van Buren              | Enid              | OK    | 73703 | (580) 234-7704 |

| Count | Name                                 | Address                      | City             | State | Zip   | Phone          |
|-------|--------------------------------------|------------------------------|------------------|-------|-------|----------------|
| 164   | T & W Tire                           | 829 Se 2nd                   | Lawton           | OK    | 73501 | (580) 354-9992 |
| 165   | T & W Tire                           | 25 N Council Rd              | Oklahoma City    | OK    | 73127 | (405) 787-6711 |
| 166   | T & W Tire                           | 15705 E Skelly Dr            | Tulsa            | OK    | 74116 | (918) 437-8383 |
| 167   | Superior Tire Service, Inc           | 33960 Old Willamette Hwy S   | Eugene           | OR    | 97405 | (541) 744-2000 |
| 168   | Basin Tire Service, Inc.             | 3313 Washburn Way            | Klamath Falls    | OR    | 97603 | (541) 883-8146 |
| 169   | Superior Tire Service, Inc.          | 1409 Ne Columbia Blvd        | Portland         | OR    | 97211 | (503) 595-5470 |
| 170   | Superior Tire Service, Inc.          | 4230 27th Court S.E.         | Salem            | OR    | 97302 | (503) 585-1955 |
| 171   | Valley Tire Co., Inc.                | 2107 Gibsonton Rd.           | Belle Vernon     | PA    | 15012 | (724) 930-7660 |
| 172   | Bergeys Tire Service                 | 3161 Penn Ave                | Hatfield         | PA    | 19440 | (215) 723-1122 |
| 173   | Bergeys Tire Service                 | Fegley & Shirley Streets     | New Berlinsville | PA    | 19545 | (610) 367-6051 |
| 174   | Ziegler Tire                         | 919 Brush Creek Rd           | Warrendale       | PA    | 15086 | (724) 778-9911 |
| 175   | Petes Tire Barns, Inc.               | 80 Public St                 | Providence       | RI    | 02903 | (401) 521-2240 |
| 176   | Sullivan Tire And Auto Service       | 1102 Jefferson Blvd          | Warwick          | RI    | 02886 | (401) 737-5251 |
| 177   | Snider Tire, Inc.                    | 1010 Idlewilde Blvd          | Columbia         | SC    | 29201 | (803) 799-0106 |
| 178   | Colony Tire Corporation              | 3410 Hwy 544 Overpass        | Conway           | SC    | 29526 | (843) 347-8473 |
| 179   | Robbins Tire Service, Inc. (Tad)     | 225 N Washington Ave         | Greenville       | SC    | 29611 | (864) 269-1131 |
| 180   | Snider Tire, Inc.                    | 5806 Augusta Rd              | Greenville       | SC    | 29605 | (864) 277-7877 |
| 181   | Snider Tire, Inc.                    | 222 Acres Drive              | Ladson           | SC    | 29456 | (843) 207-1730 |
| 182   | Mccarthy Tire Service                | 3355 Business Circle         | North Charleston | SC    | 29418 | (843) 760-2313 |
| 183   | Bolton-James Wheel Alignment Inc     | 1491 Union St                | Spartanburg      | SC    | 29302 | (864) 585-0694 |
| 184   | Snider Tire, Inc.                    | 540 Locust Grove Road        | Spartanburg      | SC    | 29303 | (864) 582-4474 |
| 185   | W. W. Tire Service, Inc.             | 204 W Main Street            | Bryant           | SD    | 57221 | (605) 628-2501 |
| 186   | Bauer Built Tire & Service           | 3813 N. National             | Sioux Falls      | SD    | 57104 | (605) 231-9185 |
| 187   | Snider Tire, Inc.                    | 1148 E 23rd St               | Chattanooga      | TN    | 37408 | (423) 267-1176 |
| 188   | Best One Tire Of Jackson, Inc.       | 2690 Bells Hwy.              | Jackson          | TN    | 38305 | (731) 660-4072 |
| 189   | Hub City Tire Co., Inc.              | 300 S. Royal St.             | Jackson          | TN    | 38301 | (731) 427-8541 |
| 190   | Snider Tire, Inc.                    | 1260 Jan Way                 | Kingsport        | TN    | 37660 | (423) 246-8191 |
| 191   | Quality Tire & Service               | 545 Watson Rd                | Munford          | TN    | 38058 | (901) 837-6442 |
| 192   | Beasley Tire Service - Houston, Inc. | 2280 Harkins Ave             | Alice            | TX    | 78332 | (361) 877-0194 |
| 193   | T & W Tire                           | 9230 Hwy 290                 | Austin           | TX    | 78724 | (512) 251-6800 |
| 194   | Youngblood Automotive & Tire         | 375 W Louis Henna Blvd       | Austin           | TX    | 78728 | (512) 719-5700 |
| 195   | Harvey Tire Company                  | 305 Carolina St              | Borger           | TX    | 79007 | (806) 273-5861 |
| 196   | Forrest Tire Company, Inc.           | 2305 Gateway Boulevard South | El Paso          | TX    | 79903 | (915) 566-2639 |
| 197   | T & W Tire                           | 5300 Lone Star Blvd          | Fort Worth       | TX    | 76106 | (817) 295-0493 |
| 198   | Blagg Tire & Service                 | 604 S Main St                | Grapevine        | TX    | 76051 | (817) 481-4578 |
| 199   | T & W Tire                           | 3302 Spur 54                 | Harlingen        | TX    | 78552 | (956) 412-0690 |
| 200   | Beasley Tire Service, Inc.           | 11802 Eastex Freeway         | Houston          | TX    | 77039 | (281) 449-2365 |
| 201   | T & W Tire                           | 3101 N Houston School Rd     | Lancaster        | TX    | 75134 | (972) 228-8280 |
| 202   | T & W Tire                           | 14202 Transportation Ave     | Laredo           | TX    | 78045 | (956) 722-3409 |
| 203   | Bill Williams Tire                   | 1500 Rankin Hwy              | Midland          | TX    | 79701 | (432) 682-1671 |
| 204   | Graham Truck Tire Center             | 3125 N. Main                 | Paris            | TX    | 75460 | (903) 737-6900 |
| 205   | T & W Tire                           | 403 East Expy 83             | Pharr            | TX    | 78577 | (956) 283-8887 |

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| 206   | Beasley Tire Service, Inc.       | 1015 Se Loop 410               | San Antonio    | TX    | 78220 | (210) 667-2365 |
| 207   | T & W Tire                       | 5834 IH-10 East.               | San Antonio    | TX    | 78219 | (210) 661-8271 |
| 208   | Goolsbee Tire Service            | 2880 US Hwy 271                | Tyler          | TX    | 75708 | (903) 593-3561 |
| 209   | T & W Tire                       | 945 S Loop 340                 | Waco           | TX    | 76706 | (254) 662-6600 |
| 210   | Quality Tire, Inc.               | 203 N 5500 W                   | Hurricane      | UT    | 84737 | (435) 674-9883 |
| 211   | Jacks Tire & Oil                 | 1795 N Main St.                | Logan          | UT    | 84341 | (435) 752-7811 |
| 212   | Jacks Tire & Oil                 | 184 W 12Th St.                 | Ogden          | UT    | 84404 | (801) 394-3441 |
| 213   | Jacks Tire & Oil                 | 1369 N State St                | Orem           | UT    | 84057 | (801) 225-7207 |
| 214   | Quality Tire, Inc.               | 182 N 1330 W                   | Orem           | UT    | 84057 | (801) 224-0206 |
| 215   | Jacks Tire & Oil                 | 1750 W. Fortune Rd             | Salt Lake City | UT    | 84104 | (801) 486-5881 |
| 216   | Purcell Tire & Rubber            | 2910 W 2100 South              | Salt Lake City | UT    | 84119 | (801) 974-0300 |
| 217   | Quality Tire, Inc.               | 1335 W 2100 S                  | Salt Lake City | UT    | 84119 | (801) 972-1944 |
| 218   | Bergeys, Inc.                    | 190 Charles St                 | Harrisonburg   | VA    | 22802 | (540) 442-8473 |
| 219   | Big L Tire (Carr'S)              | 4040 Early Rd.                 | Harrisonburg   | VA    | 22801 | (540) 434-1792 |
| 220   | Colony Tire Corporation          | 14398 Wards Rd                 | Lynchburg      | VA    | 24502 | (434) 832-8010 |
| 221   | Rice Tire                        | 13032 Balls Ford Rd            | Manassas       | VA    | 20109 | (703) 753-6400 |
| 222   | Colony Tire Corporation          | 508 Oyster Point Rd            | Newport News   | VA    | 23602 | (757) 249-4068 |
| 223   | Colony Tire Corporation          | 508 Oyster Point Road          | Newport News   | VA    | 23602 | (757) 249-4068 |
| 224   | Colony Tire Corporation          | 3749 Progress Road             | Norfolk        | VA    | 23502 | (757) 625-6571 |
| 225   | University Tire And Auto Center  | 13437 James Madison Hwy        | Orange         | VA    | 22960 | (434) 990-4207 |
| 226   | Leete Tire And Auto Center, Inc. | 300 N. Crater Rd.              | Petersburg     | VA    | 23803 | (804) 732-3231 |
| 227   | Kings Tire Service, Inc.         | 1300 Bob White Blvd            | Pulaski        | VA    | 24301 | (540) 980-8173 |
| 228   | Colony Tire Corporation          | 2900 Deepwater Terminal Road   | Richmond       | VA    | 23234 | (804) 526-4141 |
| 229   | Leete Tire And Auto Center, Inc. | 1705 Commerce Rd               | Richmond       | VA    | 23224 | (804) 997-7612 |
| 230   | Kings Tire Service, Inc.         | 915 Pocahonas Ave NW           | Roanoke        | VA    | 24012 | (540) 342-1972 |
| 231   | University Tire And Auto Center  | 8458 Seminole Trlste 1         | Ruckersville   | VA    | 22968 | (434) 990-4207 |
| 232   | Thompson Tire Co.                | 2218 W Main St                 | Salem          | VA    | 24153 | (540) 389-8621 |
| 233   | Alban Tire Corporation           | 7244 Boudinot Dr               | Springfield    | VA    | 22150 | (703) 455-9300 |
| 234   | Colony Tire Corporation          | 1263 Carolina Rd.              | Suffolk        | VA    | 23434 | (757) 934-2206 |
| 235   | Rouse Tire Sales                 | 28 Willow Dr.                  | Middlebury     | VT    | 05753 | (802) 388-4053 |
| 236   | Petes Tire Barns, Inc.           | 122 Gallison Hill Rd           | Montpelier     | VT    | 05602 | (802) 839-1924 |
| 237   | Superior Tire Service, Inc.      | 660 14th Ave.                  | Longview       | WA    | 98632 | (360) 425-5020 |
| 238   | Purcell Tire & Rubber            | 16779 Tye St SE                | Monroe         | WA    | 98272 | (360) 805-5049 |
| 239   | Purcell Tire & Rubber            | 316 Sw 16 St                   | Renton         | WA    | 98057 | (425) 228-0505 |
| 240   | Pomps Tire Service, Inc.         | 2820 County Ap                 | Appleton       | WI    | 54915 | (920) 831-9950 |
| 241   | Bauer Built Tire & Service       | 300 W Prospect Street, Suite A | Durand         | WI    | 54736 | (715) 672-8300 |
| 242   | Bauer Built Tire & Service       | 3014 Mall Dr.                  | Eau Claire     | WI    | 54701 | (715) 834-4106 |
| 243   | Pomps Tire Service, Inc.         | 1123 Cedar St                  | Green Bay      | WI    | 54305 | (920) 435-8301 |
| 244   | Pomps Tire Service, Inc.         | 2301 Kilgust                   | Monona         | WI    | 53713 | (608) 222-6763 |
| 245   | Pomps Tire Service, Inc.         | 2315 S. Calhoun Rd.            | New Berlin     | WI    | 53151 | (262) 782-7757 |
| 246   | Bauer Built Tire & Service       | 525 Progress Avenue, Suite J   | Waukesha       | WI    | 53187 | (262) 896-8940 |
| 247   | Kings Tire Service, Inc.         | 107 Stanford Dr                | Beckley        | WV    | 25801 | (304) 252-8780 |

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| 248   | Kings Tire Service, Inc. | 5800 Maccorkle Ave SE | Charleston   | WV    | 25304 | (304) 926-2100 |
| 249   | Riverton Tire & Oil Co.  | 613 S Federal Blvd    | Riverton     | WY    | 82501 | (307) 856-9744 |
| 250   | Tire Den, Inc.           | 202 Industrial Dr     | Rock Springs | WY    | 82901 | (307) 382-4700 |