

**MASTER AGREEMENT # 051525****CATEGORY: Tires with Related Equipment and Supplies****SUPPLIER: Bridgestone Americas Tire Operations, LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Bridgestone Americas Tire Operations, LLC with an office at 200 4th Avenue South, Nashville, TN 37201 (Supplier).

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

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

**Article 1:
General Terms**

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

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

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

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are reasonably free from defects in design, materials, and workmanship.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R. § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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

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

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

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

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

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action by third parties, including attorneys' fees incurred by Sourcewell, arising directly from a violation of applicable law by Supplier or its employees. This indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions manufactured by Supplier under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, upon due notification, supplier may be subject to the requirements of this chapter.

19) Grant of License.

a) During the term of this Agreement:

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term within any transaction documents.

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

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

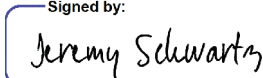
Article 3: Supplier Obligations to Participating Entities

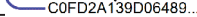
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject,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

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

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

Sourcewell

Signed by: 

By:  _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 9/17/2025 | 1:37 PM CDT

Bridgestone Americas Tire Operations, LLC

DocuSigned by: 

By:  _____

Merritt Gilbert

Title: Director, Specialty Channel

Date: 9/17/2025 | 11:33 AM PDT

RFP 051525 - Tires with Related Equipment and Supplies

Vendor Details

Company Name: Bridgestone Americas Tire Operations, LLC

Does your company conduct business under any other name? If yes, please state: Massachusetts

Address: 200 4th Avenue South
200 4th Avenue South
Nashville, Tennessee 37201

Contact: Justin Maharaj

Email: maharajjustin@bfusa.com

Phone: 678-429-5427

Fax: 615-695-8859

HST#: 34-0220440

Submission Details

Created On: Thursday April 17, 2025 10:18:55

Submitted On: Thursday May 15, 2025 12:36:17

Submitted By: Justin Maharaj

Email: maharajjustin@bfusa.com

Transaction #: 4617e164-1d48-4e6d-bacf-c7637f48adb7

Submitter's IP Address: 147,243,202,209

Specifications

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

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

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

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Bridgestone Americas Tire Operations, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes, Bridgestone Americas Tire Operations, LLC will be executing the master agreement with Sourcewell.	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	No additional subsidiary entities included in this proposal. The following brands of Bridgestone products are included in this proposal: Bridgestone Firestone Bandag Regency	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	22337	*
5	Provide your NAICS code applicable to Solutions proposed.	326200	
6	Proposer Physical Address:	200 4th Avenue S Nashville, TN 37201	*
7	Proposer website address (or addresses):	https://bsgov.batogovtires.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Douglas Jacobsen Director, Specialty Channel 200 4th Avenue S Nashville, TN 37201 jacobsendouglas@bfusa.com (615) 937-1000	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Justin Maharaj Lead, Sales Operations Director, Specialty Channel 200 4th Avenue S Nashville, TN 37201 maharajjustin@bfusa.com (678) 429 5427	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Candace Gregory Operations Manager, Government Sales & Consumer Replacement 200 4th Avenue S Nashville, TN 37201 gregorycandace@bfusa.com (615) 937-1000	*

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Bridgestone Americas traces its roots to two distinguished companies: The Firestone Tire & Rubber Company, founded by Harvey Firestone in Akron, Ohio in August 1900, and the Bridgestone Tire Company Ltd., founded by Shojiro Ishibashi in Japan in 1931. The two companies merged in 1988 when Bridgestone Corporation purchased Firestone, transforming the companies' combined operations into the world's largest tire and rubber company. As part of its integration with Bridgestone's existing U.S. operations, Bridgestone Americas established its headquarters in Nashville, Tennessee in 1992. Today, Bridgestone Americas consists of an international family of enterprises, with more than 50 production facilities and more than 55,000 employees throughout the Americas. Bridgestone Americas remains committed to being a global leader in tire technology, providing world-class service and being an outstanding corporate citizen in the communities in which we live and work. The company's culture and mission remains rooted in the words of founder Shojiro Ishibashi, who said Bridgestone is dedicated to "serving society with superior quality."</p> <p>About Bridgestone Philosophy The Bridgestone Essence (Corporate Philosophy)</p> <p>The Bridgestone Group's mission is based on the words of its founder: "Serving Society with Superior Quality." To fulfill this mission, Bridgestone Group has used the concept of "foundation" to demonstrate the sustained commitment of employees to provide its customers with world class products and services and to serve the communities where Bridgestone does business. "The Bridgestone Essence" is composed of the above words, integrated corporate culture, and diversity that today's company has inherited and a shared sense of values that can be embraced by Bridgestone employees around the world.</p> <p>Serving society with superior quality: We aspire to offer the best for our customers and to society, not only in terms of our products, services and technology, but in all of our corporate activities. Our commitment to quality stems not from want of profit, but out of a passion for improving the safety and lives of people everywhere. Through our Mission, we strive to be a company trusted by the world - a company in which all of us can take great pride.</p> <p>Integrity & Teamwork: Seijitsu-Kyocho is about adhering to principles of good faith as you carry out your work, in the way you treat others, and as you participate in and engage with society. It is about producing positive outcomes by respecting a diversity of skills, values, experiences, genders, and races and fostering teamwork.</p> <p>Creative Pioneering: Shinshu-Dokuso is about envisioning the future and proactively challenging ourselves to identify and develop innovations that will further benefit society and respond to customer needs — from the customer's point of view. It is about unleashing creativity and innovation to develop new business domains and creating demand for new and beneficial products through our own unique methods.</p> <p>Decision-Making Based on Verified, On-Site Observations Genbutsu-Genba is about taking the time to go on-site and personally verify the facts, then using those observations to make informed decisions. It is about not being satisfied with the current situation, and making informed decisions that will lead us ever closer to ideal products and solutions.</p> <p>Decisive Action after Thorough Planning Jukuryo-Danko is about investigating all options and the full range of possibilities, giving careful thought as to how to execute the decided course of action. It is about identifying what is necessary and deciding on a vision. And once a decision and course of action is determined, it is about moving forward with a sense of urgency.</p>
12	What are your company's expectations in the event of an award?	<p>With this award, we expect to increase our market share by providing government agency access to the Bridgestone brand in the states in which we currently are not on a statewide buying contract such as California & New York. Bridgestone Americas Tire Operations, LLC also seeks to capture more business at the Federal Government level by making our product more easily accessible to those types of entities. Our overall goal is growing our overall sales by 15% within the first year of being on the Sourcwell Contract.</p>

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Despite economic & geopolitical uncertainty present in the world today, Bridgestone Americas Tire Operations, LLC has continued to deliver positive growth for FY 2024 and are on a positive trend to do the same for FY 2025.</p> <p>Bridgestone also holds the following credit ratings for 2025 S&P - Long Term Foreign: A; Short Term Foreign: A-1 Moody's - Issuer Rating: A1; Long Term Rating: A1 Fitch - A</p> <p>A copy of the FY 2024 financial results for the Bridgestone Corporation have been attached for reference</p>	*
14	What is your US market share for the Solutions that you are proposing?	Bridgestone Americas Tire Operations, LLC holds approximately 28.1% of the U.S. market share.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Bridgestone Americas Tire Operations, LLC holds approximately 20% of the Canadian market share.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Bridgestone Americas Tire Operations, LLC has no current nor completed bankruptcy proceedings within the past (7) years.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Bridgestone Americas Tire Operations, LLC is best described as a manufacturer & service provider. Bridgestone Americas Tire Operations, LLC offers a robust internal sales force designed to facilitate customer engagement & satisfaction. Bridgestone Americas Tire Operations, LLC is also proud to offer the largest servicing network of any of its competitors. Bridgestone Retail Operations (BSRO), a subsidiary of the Bridgestone Corporation, includes over 2,200 company owned stores including Firestone Complete Auto Care, Tires Plus, Wheelworks and Hibdon store locations. Bridgestone Americas Tire Operations, LLC also offers an authorized dealer network comprised of over 3,500 servicing dealers authorized to sell and service Bridgestone & Firestone products. The employees of the aforementioned are not direct employees of Bridgestone Americas Tire Operations, LLC but are third parties who are authorized to perform services on behalf of Bridgestone Americas Tire Operations, LLC.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not Applicable - For the purposes of this RFP Bridgestone Americas Tire Operations, LLC would not require any specialized licenses or certifications.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Bridgestone Americas Tire Operations, LLC has no debarments within the last (7) years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Tire Concept of the Year - Tire Technology International Awards - 2025 Global Supplier of the Year - General Motors - 2024 Tire Manufacturer of the Year - Tire Technology - 2024 Top Company for Women to Work For in Transportation - Redefining the Road - 2024 & 2023 Excellent Value Improvement Award - Toyota North America - 2024 Excellent Technology & Development - Toyota North America - 2024 Sustainable Transformation Brand - METI & TSE - 2024 The Fédération Internationale de l'Automobile (FIA) Three Star Environmental Accreditation - FIA - 2023 Sustainability Award - Airbus - 2023 Prestigious Excellence Award - Caterpillar Inc. - 2022	*
21	What percentage of your sales are to the governmental sector in the past three years?	Within the past three years the Bridgestone Government & Utility Department shows approximately 7% of sales to the governmental sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Within the past three years the Bridgestone Government & Utility Department shows approximately 9% of sales to the educational sector.	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Bridgestone Americas Tire Operations, LLC currently holds partnership with the NASPO Co-Op. Due to confidentiality restrictions, we are unable to share sales volumes of another customer.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not Applicable - Bridgestone Americas Tire Operations, LLC does not currently hold a GSA or SOSA Contract.	*

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
California - City of Fresno	Andra Gomez	559-621-1332	*
Illinois - Madison County Transit	Justin Dixon	618-797-4600	*
Indiana - City of Fort Wayne	Gayle Cooper	260-427-8311	*

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

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

Line Item	Question	Response *	
26	Sales force.	Bridgestone Americas Tire Operations, LLC employs a fulltime sales force which consists of over 225 sales professionals throughout the United States & Canada. Our sales team prides itself on high levels of customer satisfaction & engagement to provide customers with optimal & value minded solutions. Bridgestone Americas Tire Operations, LLC additionally employs a team of field engineers, & retread plant service representatives to provide further support.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Bridgestone Americas Tire Operations, LLC has the largest distribution network in North America including over 2,200 company owned stores & over 3,500 sellers through our authorized dealer network.	*
28	Service force.	Bridgestone Americas Tire Operations, LLC offers an authorized dealer network providing a complete range of consumer, commercial, agricultural, off the road, & mobility solutions. Fleets receive efficient & consistent service via Bridgestone's emergency road service program & preventative tire monitoring through products such as IntelliTire TPMS & Tyrata.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell participating entities will be able to submit an order to the servicing dealer via phone call, or in person. The servicing dealer will deliver the product(s) and related services accordingly. A claim is then submitted by the servicing dealer to Bridgestone Americas Tire Operations, LLC including the details of the transaction in order to receive credit for the sale from Bridgestone. The credit from Bridgestone Americas Tire Operations, LLC includes, but is not limited to, delivery commissions, F.E.T. credit, etc.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Services for Sourcewell participating entities are performed by our company owned stores and authorized dealer network. Bridgestone Americas Tire Operations, LLC strives to bill our end customers within 48 hours of tire orders.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	With over 130 plants dedicated to manufacturing, research, & development along with the nation's largest authorized dealer network Bridgestone Americas Tire Operations, LLC is able to deliver products & services to Sourcewell participating entities. Included within our dealer network are over 1,700 Bandag re-treaders. Bridgestone Americas Tire Operations, LLC provides a variety of tools to help Sourcewell participating entities find their closest supply point to meet their needs.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Bridgestone Americas Tire Operations, LLC plans to promote the Sourcewell agreement to all participating entities in Canada through our authorized Canadian dealer network.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no identified geographic areas in the United States or Canada that would not be fully serviced.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Bridgestone Americas Tire Operations, LLC reserves the right to decline end user business based on criteria such as credit worthiness & existing direct relationships with Bridgestone as examples.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bridgestone Americas Tire Operations, LLC has no specific requirements or restrictions specific to entities in Hawaii, Alaska, and other U.S. Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Bridgestone Americas Tire Operations, LLC will extend terms of any master agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Bridgestone Americas Tire Operations, LLC marketing strategy would be a cooperative effort between Bridgestone Americas Tire Operations, LLC, Sourcewell, & our authorized dealers. Marketing will be provided for Sourcewell's website, tradeshow, E-Mail marketing campaigns, & our authorized dealer network.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Bridgestone Americas Tire Operations, LLC utilizes a variety of social channels to include Facebook, Instagram, LinkedIn, & Twitter. Our marketing team leverages the cloud, internal reporting, & analytics to help provide content based on purchase history, product interests, product trends, & product segmentation.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	In terms of Sourcewells role, Bridgestone Americas Tire Operations, LLC would request for the list of participating entities to be updated on a regular basis & be communicated as necessary. Upon award of the contract, a Sourcewell participating entity would inform the servicing dealer they are a member of the Sourcewell and would like to utilize the contract. Likewise, Bridgestone Americas Tire Operations, LLC would communicate the Sourcewell agreement to our authorized dealer network & make them aware of any information specific to Sourcewell.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The transactions pertinent to this RFP are considered "Dealer Billed" transactions. As such any form of E-Procurement would be at the discretion of the respective servicing dealer or company owned store.	*

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

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Bridgestone Americas Tire Operations, LLC makes every effort to prioritize, provide, & encourage training for our fleet customers. Training categories range from tire/wheel safety, program compliance, reducing emergency road service calls, & more fleet centered topics. While the number of training events are not restricted, they will depend on the need, request, location & possible consolidation of those training events. Costs associated with training events will vary based on various factors but would be shared directly with the participating entity.	*
42	Describe any technological advances that your proposed Solutions offer.	<p>Run Flat Tire Technology: The Bridgestone group's run-flat tires give drivers peace of mind. Unlike conventional tires which need to be changed or repaired immediately after a puncture, run-flat tires can safely drive on for up to 50 miles (80 kilometers) at 50 mph (80 km/h).</p> <p>Enliten Technology: Bridgestone's Enliten technology is a combination of multiple cutting-edge technologies that enable a lower environmental impact through CO2 emission reduction, resource efficiency and material circularity (use of recycled/renewable material) without any compromise on performance or safety. Additionally, ENLITEN makes our tyre portfolio more adaptable to the latest mobility evolution, making all Bridgestone tyres fully EV-ready. The ENLITEN tyre technology platform can be applied regardless of whether the tyres are intended for use on ICE (internal combustion engine), hybrid, or electric vehicles.</p> <p>3D Siping Technology: Three dimensional zig-zag sipes provide a multitude of biting edges through a series of zig zag grooves that cover the surface of the tread block. Within the tread block, the sipes are molded vertically at varying angles. These angled sipes which mesh together with a cross-hatch design, provide additional support and maintain high block stiffness when under pressure. With improved block stiffness and increased biting edges, 3D zig-zag sipe technology provides better grip in snow and ice conditions.</p> <p>Bandag Retread - Bridgestone Americas Tire Operations, LLC offers an extensive retread program via Bandag, Bandag retreads are manufactured through Bridgestone's extensive dealer network.</p> <p>A comprehensive video of one of our Bandag plants is listed below. The video breaks down the 10-step process & technology utilized by Bandag.</p> <p>Video Link: https://www.youtube.com/watch?v=8X2GMD1TPzg</p>	*

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Bridgestone Americas Tire Operations, LLC is committed to advancing sustainable product offerings as part of its commitment to environmental stewardship and innovation. Key initiatives include:</p> <ul style="list-style-type: none"> - Tires with high recycled and renewable content: In 2023, Bridgestone announced the production of tires composed of 75% recycled and renewable materials. These tires incorporate synthetic rubber from recycled plastics, natural rubber from the guayule shrub, as well as other recycled components. Bridgestone is also in the process of developing tires comprised of 90% recycled and renewable materials for passenger cars. - ENLITEN Technology: ENLITEN technology was introduced into motorsports, made with 63% recycled and renewable materials. These tires also utilize organic fibers and recovered carbon black. - Retreading: To extend the life of tires, worn treads can be replaced through retreading, rather than disposing of the entire tire. - ISCC – International Sustainability & Carbon Certification achieved at some sites <p>Bridgestone Americas Tire Operations, LLC also has several initiatives for end-of-life tires, to support a circular economy:</p> <ul style="list-style-type: none"> - Tires can be used for energy recovery and used as fuel to reduce reliance on fossil fuels, and materials can also be recycled and turned into products such as landscaping mulch, playground surfaces, or construction materials. More advanced recycling technologies like pyrolysis are being tested to break used tires down into reusable raw materials. To extend the life of tires, worn treads can be replaced through retreading, rather than disposing of the entire tire. - Collaboration with industry associations such as the U.S. Tire Manufacturers Association and European Tyre & Rubber Manufacturing Association bring together industry leaders to develop and promote ways to repurpose and responsibly dispose of tires. 	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<ul style="list-style-type: none"> - ISO 14001 at manufacturing sites - ISCC - International Sustainability & Carbon Certification at several sites - CDP at a global level - Ecovadis at a global level 	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>The Bridgestone Group is the world's largest manufacturer of tire and other rubber products such as industrial materials and sporting goods. Bridgestone is committed to providing our customers with the highest levels of customer service & product quality. Bridgestone does this while also providing social & customer value with our E8 commitment & continued innovation in the tire industry. Bridgestone also offers Bridgestone Fleet Care, a suite of fleet solutions to include yard-based monitoring, casing management, & other fleet management solutions to help customers manage their fleets effectively, minimize their down time & maximize value.</p>	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Bridgestone Americas Tire Operations, LLC does not maintain any of the aforementioned certificates. However, Bridgestone Americas Tire Operations, LLC acts in good faith and makes concentrated efforts to support diverse businesses whenever it is possible. Bridgestone Americas Tire Operations, LLC also maintains several company internal diversity programs and initiatives.	*
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Please reference question 46	*
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Please reference question 46	*
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Please reference question 46	*
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Please reference question 46	*
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Please reference question 46	*
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Please reference question 46	*
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Please reference question 46	*
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable - Please reference question 46	*

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

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	The transactions pertinent to this RFP are considered "Dealer Billed" transactions & not directly billed by Bridgestone Americas Tire Operations, LLC as such the payment terms & methods are subject to the servicing dealer.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Bridgestone Americas Tire Operations, LLC does not offer any leasing or financing options with respect to this RFP. However, financing is available through Credit First National Association (CFNA), a Bridgestone company, and can be used at our Bridgestone Retail Operations (BSRO) company owned stores. Bridgestone independent dealers may also offer financing options but are offered at the discretion of the servicing dealer.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Bridgestone Americas Tire Operations, LLC requires its dealers to use the Bridgestone Government customer portal to access any documents regarding the awarded agreement. A delivery receipt/invoice would be provided to the end user via the servicing dealer. The format of the DR/invoice will vary in accordance with the servicing dealer.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	The transactions pertinent to this RFP are considered "Dealer Billed" transactions, Bridgestone dealers are able to accept a P-Card. No additional costs are passed to Sourcwell participating entities however entities are subject to the terms of the servicing dealer.	*

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	This offer includes the full product line for Bridgestone Americas Tire Operations, LLC. The offered pricing is comprised of both product category discounts as well as line-item specific discounts where applicable. A full pricing catalog has been attached to this RFP with pricing for the United States & Canada respectively.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Bridgestone Americas Tire Operations, LLC is offering a discount percentage range from 20%-60% across all of our categories listed in this offer.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	In regard to this offer, Bridgestone Americas Tire Operations, LLC would not offer any quantity or volume discounts. Rebate programs would not be included in this offer as well.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any "non-contracted " items would be subject to the servicing dealer and priced at the time of the request.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The pricing provided by Bridgestone Americas Tire Operations, LLC is strictly for the price of the tire itself. Any state/county/local fees & taxes are assessed at the discretion of the servicing dealer or applicable governing body. In the event of an award Sourcewell participating entities will have access to the resources & support we offer to our dealers and company owned stores to help customers optimize their fleet operations.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Bridgestone Americas Tire Operations, LLC does not direct ship to the end user so no freight & shipping fees would be assessed.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Bridgestone Americas Tire Operations, LLC does not direct ship to the end user so no freight & shipping fees would be assessed. Our dealer & distribution network are already supporting operations in Hawaii, Alaska, & Canada despite the inherent challenges with supplying these areas.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Bridgestone Americas Tire Operations, LLC has the largest network across the U.S. & Canada. Our network includes over 2,200 company owned stores & over 3,000 independent dealers. Bridgestone's network offers a range of delivery options including on site delivery & service or in house service by the respective dealer.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Bridgestone Americas Tire Operations, LLC & its network of dealers are required to file a government sales claim for each government sales transactions via the Bridgestone Government customer portal in order to receive delivery commission credit and any applicable F.E.T. reimbursement. The dealer must include the price at which they sold the tire which must match the contract price for Sourcewell. The dealer is also required to select Sourcewell as their referencing contract in the claims process. Once all the pre-requisites have been met Bridgestone is able to generate detailed reports from our servicing dealer network and report quarterly sales to Sourcewell.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Bridgestone Americas Tire Operations, LLC can provide the following metrics on a monthly or quarterly basis.</p> <ul style="list-style-type: none"> - Total units sold on contract - Tracked via our monthly government sales reporting software. -Dealer utilization rate - Shows program adoption by our dealer network & is also tracked via our monthly report. -Sourcewell entities utilizing the contract - This is also tracked via our monthly report. <p>Furthermore, Bridgestone Americas Tire Operations, LLC offers a robust sales team that can provide "ad-hoc" reporting data as needed and will conduct periodic reviews of the Sourcewell contract to ensure proper program adoption & compliance.</p>	*

69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	1.00%	*
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Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Bridgestone Americas Tire Operations, LLC is proud to offer Sourcewell with an extremely competitive pricing program which can be viewed in pricing spreadsheet attached to this RFP. Pricing for the United States & Canada can be seen on their respective sheets.	*

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

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Bridgestone Americas Tire Operations, LLC offers a variety of new tires for a range of vehicles to include:</p> <ul style="list-style-type: none"> Passenger/Light Trucks Pursuit/Law Enforcement specific tires Medium/Heavy duty trucks Commercial vehicles Motorcycles Agricultural equipment & implements Off the road & mining equipment Forestry equipment <p>Bridgestone Americas Tire Operations, LLC also offers an extensive range of run flat tires offering the advantage of extended mobility in the event of total pressure loss or catastrophic damage to the tire. Bridgestone Americas Tire Operations, LLC also offers Bandag retread tires & operates the largest retread program in the nation with over 1700 participating dealers nationwide. Bridgestone employs technical service representatives to oversee quality control & compliance by our independent dealer network.</p>	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Run Flat Tire Technology: The Bridgestone group's run-flat tires give drivers peace of mind. Unlike conventional tires which need to be changed or repaired immediately after a puncture, run-flat tires can safely drive on for up to 50 miles (80 kilometers) at 50 mph (80 km/h).</p> <p>Enliten Technology: Bridgestone's Enliten technology is a combination of multiple cutting-edge technologies that enable a lower environmental impact through CO2 emission reduction, resource efficiency and material circularity (use of recycled/renewable material) without any compromise on performance or safety. Additionally, ENLITEN makes our tyre portfolio more adaptable to the latest mobility evolution, making all Bridgestone tyres fully EV-ready. The ENLITEN tyre technology platform can be applied regardless of whether the tyres are intended for use on ICE (internal combustion engine), hybrid, or electric vehicles.</p> <p>Bridgestone Americas Tire Operations, LLC also offers its Commercial Solutions Group including the truck, bus, & radial divisions which offer a variety of fleet care solutions to minimize fleet downtime and optimize performance.</p>	*
73	Describe any service contract options for the items included in your proposal.	Bridgestone Americas Tire Operations, LLC is not offering any service contract options at this time. Any services would be provided by the discretion of the servicing at dealer at dealer specified pricing (DSP)	*

Table 78: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	On-Road Vehicles *	Off-Road Vehicles *	Equipment *	Tractors *	Trailers *	Implements *	Comments	
74	New Tires	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Not Applicable	*
75	Retread Tires	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Not Applicable	*
76	Pneumatic Tires	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Not Applicable	*
77	Solid Rubber Tires	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
78	High Performance Tires for Public Safety Applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
79	Tires Composed of other Polymeric Compounds	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Applicable	*
80	Tire services, installation, balancing, repair, mounting	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	The services listed in this row would be offered by the servicing dealer.	*
81	Tubes, Stems, Rims, Wheels, and related Equipment and Supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	The products listed in this row would be offered by the servicing dealer.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

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

- [Pricing](#) - RFP 051525 - Bridgestone Americas Tire Operations, LLC - US & Canada.xlsx - Thursday May 15, 2025 12:02:14
- [Financial Strength and Stability](#) - Bridgestone 2024 Financial Report.pdf - Tuesday May 13, 2025 13:52:17
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - RFP_051525_Tires_with_Related_Equipment_and_Supplies_Master_Agreement - BATO 05.01.25.docx - Wednesday May 14, 2025 08:47:58
- [Upload Additional Document](#) - Integrated Sustainability Report 2024.pdf - Thursday May 15, 2025 12:34:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Douglas Jacobsen, Director, Specialty Channel, Bridgestone Americas Tire Operations, LLC

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

☐ Yes ☒ No

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

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

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