

Proposer's Name MICHELIN NORTH AMERICA, INC.
(Submit with Proposal)

CHECK LIST

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If the documentation provided is incomplete, the Proposer may be ineligible for award of a Contract.

REQUIRED

- ☒ 1. **COVER LETTER** ✓
- ☒ 2. **BUSINESS LICENSE INFORMATION**, page 13 ✓
- ☒ 3. **COST PROPOSAL**, Attachment 1 (Excel spreadsheet) ✓
- ☒ 4. **PROPOSER QUALIFICATION QUESTIONNAIRE**, page 15 ✓
- ☒ 5. **REFERENCES**, page 18 ✓
- ☒ 6. **ACCEPTANCE OF INDEMNIFICATION & INSURANCE**, page 19 ✓
- ☒ 7. **DBE LISTING OF SUBCONTRACTORS**, page 20 ✓
- ☒ 8. **DEBARMENT AND SUSPENSION CERTIFICATION**, page 22 ✓
- ☒ 9. **NONLOBBYING CERTIFICATION**, page 23 ✓
- ☒ 10. **TAX LIABILITY CERTIFICATION**, page 24 ✓
- ☒ 11. **BUY AMERICA CERTIFICATION**, page 25 ✓
- ☒ 12. **DISCLOSURE OF CONFLICT OF INTEREST**, page 26 ✓
- ☒ 13. **SIGNATURE PAGE**, page 27 ✓
- ☐ 14. **SAMPLE CERTIFICATION**, page 29
- ☒ 15. **SAMPLE SERVICE CONTRACT**, page 30 ✓
- ☐ 16. **PRE-PROPOSAL CONFERENCE** (See pg. 4 for details)
- ☒ 17. **DRUG & ALCOHOL TESTING PROGRAM** ✓
A copy of your agency's Drug and Alcohol program (see page 79)
- ☒ 18. **ADDENDA** - Signature page of all Addenda issued ✓
- ☒ 19. **OTHER REQUIRED DOCUMENTS:** ✓
 - a.) Any applicable manufacturer's Published Price List or website
 - b.) The manufacturer's descriptive literature and specifications or website
 - c.) The manufacturer's standard warranty



MICHELIN NORTH AMERICA, INC
Michelin Fleet Solutions, Tire Leasing ("MFS")
One Parkway South
Greenville, South Carolina 29602-9001
Phone: 1-864-458-5000

June 17th, 2025

City of Fresno
Attn: Tamra Torrence
2223 "G" Street
Fresno, CA, 93706

SUBJECT: Request for Proposal No. B12502217

Thank you for including Michelin North America, Inc. in your RFP for Tires and Tire Services. We are pleased to have the opportunity to submit a proposal for this contract. This proposal has been divided into sections as per instructed in the RFP documents.

Michelin Fleet Solutions has read the invitation in its entirety and is able to execute all aspects of the Scope of Work, including insurance requirements.

Michelin remains available throughout the evaluation process to answer any further questions and provide any additional information that Fresno Area Express may require. Please don't hesitate to contact us at the contact information below. Thank you in advance for your consideration of this proposal.

Yours sincerely,

Ana M Garcia Salcedo
Key Account Manager, Michelin Fleet Solutions, Michelin North America
Phone: 1-864-546-8793 Fax: 1-866-866-7964
dan.obrien@michelin.com

Michelin NA, Inc. CC: Nikki Nordhus – Director, Michelin Fleet Solutions
Dan O'Brien – Contract Manager, Connected Solutions, CXS
Eric Blakeney – Ops Support Business Manager, Connected Solutions, CXS



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BUSINESS LOCATION AND LICENSE

BUSINESS LOCATION

- ☒ The undersigned Proposer does not maintain a place of business in the City of Fresno.
- ☐ The undersigned Proposer maintains a place of business in the City of Fresno at: _____, Fresno, CA

BUSINESS LICENSE

- ☐ The undersigned Proposer has a current City of Fresno Business License and the number is _____.

If the successful Proposer does not have a City of Fresno Business License, he/she shall obtain such a license prior to the issuance of a Notice to Proceed for the Work and maintain in effect throughout the term of this Contract.

COST PROPOSAL

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the services contained in the Cost Proposal Excel Worksheet (**Attachment 1**) at the provided costs.

The amounts shall include any and all applicable taxes.

The quantities listed on the proposal page(s) are annual estimates. The actual requirements of the City may be more or less than the quantities specified and may vary from year to year. The City will report and pay for all vehicle tire miles actually operated during the term of the Contract. The City will pay for loss and abuse of tires as stipulated per page 69, Section 10, Abuse of Tires.

The City reserves the right to reject any and all proposals.

Proposer's Name: MICHELIN NORTH AMERICA, INC.

COST PROPOSAL FOR RFP NO. 12502217

The Contract shall be in effect for three (3) years with two (2) one-year optional extensions from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications. Having carefully examined the Request for Proposals (RFP), attachments, and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following items and services delivered F.O.B. Destination, Freight Prepaid & Allowed, to the jobsite(s) as specified in the Special Conditions of the RFP specifications, at the following rates:

A. Year One

Item	Radial Tire Lease	Tire Rate Per Mile	Estimated Tire Miles	Annual Cost
1	305-70R-22.5	\$0.00830	8,127,000	\$67,454.10
2	315-80R-22.5	\$0.00960	25,917,000	\$248,803.20
Sales tax (currently at 8.35%)				\$26,407.48
Item	Description	Fixed Price Per Month	Time Frame	Annual Cost
3	Services/labor	\$17,000.00	12 Months	\$204,000.00
Year One Total:				\$546,664.78

B. Year Two

Item	Radial Tire Lease	Tire Rate Per Mile	Estimated Tire Miles	Annual Cost
1	305-70R-22.5	\$0.008549	7,949,000	\$67,956.00
2	315-80R-22.5	\$0.009888	26,605,000	\$263,070.24
Sales tax (currently at 8.35%)				\$27,640.69
Item	Description	Fixed Price Per Month	Time Frame	Annual Cost
3	Services/labor	\$17,510.00	12 Months	\$210,120.00
Year Two Total:				\$568,786.93

C. Year Three

Item	Radial Tire Lease	Tire Rate Per Mile	Estimated Tire Miles	Annual Cost
1	305-70R-22.5	\$0.008805	8,373,000	\$73,728.20
2	315-80R-22.5	\$0.010185	26,700,000	\$271,929.89
Sales tax (currently at 8.35%)				\$28,862.45
Item	Description	Fixed Price Per Month	Time Frame	Annual Cost
3	Services/labor	\$18,040.00	12 Months	\$216,480.00
Year Three Total:				\$591,000.54

TOTALS

Services Charges for Tables A - C			
	Item	Radial Tires	Total Cost
	1	305-70R-22.5	\$209,138.30
	2	315-80R-22.5	\$783,803.33
Sales tax (currently at 8.35%)			\$82,910.63
	3	Services/labor	\$630,600.00
Total Amount of Cost Proposal:			\$1,706,452.26

The above amount includes all applicable taxes.

The City will pay for only those items which it actually delivered or received during the term of the Contract.

The City reserves the right to reject any and all proposals.

QUANTITIES FOR PROPOSAL BIDDING PURPOSES

The quantities listed above on the proposal page(s) are annual estimates, shown for proposal bidding purposes only. The actual requirements of the City may be more or less than the quantities specified and may vary from year to year. The City will report and pay for all vehicle tire miles actually operated during the term of the Contract. The City will pay for loss and abuse of tires per page 69, Section 10, Abuse of Tires. The City will pay for leased or purchased tires at the end of the Contract per page 48, End-of-Contract Provisions.

The **minimum** total tire mileage which may be applied to the lease rate under this contract shall be 175 million over the life of the contract, including both possible extensions.

The **maximum** total tire mileage which may be applied to the lease rate under this contract shall be 225 million over the life of the contract, including both possible extensions.

When tires are lost, stolen or damaged per page 69, Section 10, Abuse of Tires, or purchased per the End of-Contract Provisions on page 48, mileage shall be prorated by determining the number of 32nds of an inch of tread depth remaining multiplied by the following cost per 32nds of tread depth listed below:

Radial Tire	Original	Retread
305-70R-22.5	45000	40500
315-80R-22.5	45000	40500

When a tire is not available for inspection the above formula will be applied. FAX shall not reimburse the Supplier in excess of fifty percent (50%) of the current value of a similar tire, unless the Supplier can provide an accounting of the tire's accurate mileage prior to the loss.

COMPLETION OF COST PROPOSAL FORM TO BE ELIGIBLE FOR AWARD

Proposers must bid on all items within a section. A Proposer is non-responsive in the event the Proposer fails to initial this paragraph on the line provided and completely fill in the Cost Proposal Form including, without limitation, all dollar amounts, and information called for on this Cost Proposal Form. By his/her initials to the right hereof, the Proposer represents he/she has read and understands the consequences of not completely filling in this Cost Proposal Form.

Initials DO

Proposer's Name: MICHELIN NORTH AMERICA, INC.
(Submit with Proposal)

PROPOSER QUALIFICATION QUESTIONNAIRE

The undersigned Proposer submits the following information in accordance with the proposal Specifications:
(Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):
MICHELIN NORTH AMERICA, INC.

 b. Address: One Parkway South, Greenville, SC 29615
Is your firm operating as a franchisee? Yes ☐ or No ☒
If yes, list the franchiser, and number of years your business has been franchised:

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.
Ana Garcia - Business Development Manager
Nikki Nordhus - Director, MFS
Joe Hendricks - Operations Manager

3. How many years has your business been established? 50+
How many years has your business been under your present name? 50+
How many years under former names? (List names and number of years)

4. How many years has your business been providing services? 50+

5. Does your business operate contracts with other agencies/entities for similar services as requested by this RFP?
Yes. Michelin Fleet Solutions provides tires and related services for multiple transits across the country and in Canada as well.

Proposer's Name MICHELIN NORTH AMERICA, INC.
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PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)

6. What other types of services does your business provide?

Quickscan drive-over readers, Michelin Star Travel Guides, 24/7 emergency roadside service through Michelin OnCall.

7. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals, and their addresses):

NONE

8. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes ☐ or No ☒

a. If so, list the date, client, and reason for termination below:

9. How much training and experience do your tire technicians have?

Michelin tire technician training is detailed in our accompanying proposal. Our employees go through TIA training as well as Michelin's own certification.

10. Outline your support services including establishing direct lines of communication between City technical staff and the tire technician.

Michelin's proposal operation can be found in detail with our accompanying proposal. City staff will communicate first with technician and/or supervisor, who can then pass the concerns on to the team dedicated to the account.

11. Provide past examples of corrective measures supplied for failure to meet minimum standards.

In situations where tire supply was short, Michelin worked around the clock to expedite shipments within 24 hours, ensuring the fleet was not without running service.

12. Explain how your company ensures full compliance with all required regulations.

Michelin prides itself on it's respect for facts. Our team has it's own dedicated legal team that provides support whenever needed.

13. Describe your company's approach to ensuring quality and comprehensive tire inspections.

Michelin's tire inspection plan can be found in detail with our accompanying proposal.

Proposer's Name MICHELIN NORTH AMERICA, INC.

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PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)

14. Submit a comprehensive plan for addressing the requirements listed in the Scope of Work.

Michelin's proposed operation is laid out in detail with our accompanying proposal. A summarized version is that Michelin will have one tire technician and one Site Supervisor. Along with a 4-month rolling forecast and regular inspections, Michelin is fully prepared to service FAX's fleet as described in the RFP,

15. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field.

Michelin's org chart can be found in detail with our accompanying proposal.

16. How does your company stay up to date with the latest industry trends and developments?

As a worldwide company, Michelin has teams solely responsible for discovering new technologies either through innovation as with our radial tire, or through iteration and acquisitions.

17. What differentiates your product or service from competitors, which attribute is most advantageous for FAX?

Michelin's worldwide brand is first -in-class when it comes to tire performance and service quality. While we recognize this comes at a cost to the customer, Michelin firmly believes that our products and service are worth the investment.
The customer will get more mileage out of our tires and our trained technicians will keep the fleet running.

18. What is your company's typical response times for resolutions to critical issues?

For any issue, large or small, Michelin will respond to any inquiry within 24 hours.

19. Has your agency received any awards recognition, or commendations for past performance? Please share details.

Yes, our accolades can be found in our accompanying proposal.

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REFERENCES

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1. AGENCY/COMPANY NAME: San Diego Transit MTS
ADDRESS: 1255 Imperial Avenue, STE 1000 San Diego, CA, 92101
CONTACT PERSON: Thomas Pascarella PHONE NUMBER: 619-238-0100 ext. 6500
FAX NUMBER: _____ EMAIL: thomas.pascarella@sdmts.com
LENGTH OF CONTRACT: 7 (YEARS)
TYPES OF SERVICES PROVIDED: Mileage lease and tire services for transit in San Diego
2. AGENCY/COMPANY NAME: Sunline Transit Agency
ADDRESS: 32505 Harry Oliver Trail, Thousand Palms, CA 92276
CONTACT PERSON: Mark Perry PHONE NUMBER: 1 (760) 343-3456
FAX NUMBER: _____ EMAIL: mperry@sunline.org
LENGTH OF CONTRACT: 5 (YEARS)
TYPES OF SERVICES PROVIDED: Mileage lease and tire services for transit in Thousand Palms, CA
3. AGENCY/COMPANY NAME: Capital Metro of Austin
ADDRESS: 2910 E 5th St., Austin, TX 78702
CONTACT PERSON: Dwight Mustipher PHONE NUMBER: (512) 474-1200
FAX NUMBER: 5 EMAIL: dwight.mustipher@capmetro.org
LENGTH OF CONTRACT: _____ (YEARS)
TYPES OF SERVICES PROVIDED: Mileage lease and tire services for transit in Austin, TX

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**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION
AND INSURANCE REQUIREMENTS**

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed here below, and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may cause a Proposer to not be awarded a contract.

☐ **ACCEPT**
☒ **DO NOT ACCEPT**

If "DO NOT ACCEPT" is checked, please list exceptions:



Signature of Authorized Person

Nikki Nordhus - Director, MFS

Type or Print Name of Authorized Person

EXCEPTIONS:

Insurance and legal questions were asked in Q&A and answer was to hold those until negotiations.

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DISADVANTAGED BUSINESS ENTERPRISES (DBE) LISTING

Bidders are advised that, as required by federal law, the City is required to report to the Federal Transit Administration on DBE participation for all Federally aided contracts each year so the attainment efforts may be evaluated.

The proposal will be considered non-responsive if this form is not fully completed.

Complete all information below (whether DBE or not) and list all Subcontractor information including, without limitation, DBE's that will perform any portion of the work or provide any products for this project, even if the dollar amount of the work the DBE will perform is less than one half (½) of one percent (1%) of the total bid amount.

Prime Contractor:

Name: MICHELIN NORTH AMERICA, INC.

Address: One Parkway South

City: Greenville State: SC Zip Code: 29615

Check one: ☐ **DBE** or ☒ **Non-DBE** DBE Cert Number: _____

Race of firm's majority owner: Caucasian

Gender of firm's majority owner: Male

NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A
12195

Age of firm: 50+

Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☒ over \$10 million

Subcontractors: ☒ Check as N/A if a subcontractor(s) will not be used

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Check one: ☐ **DBE** or ☐ **Non-DBE** DBE Cert Number: _____

Race of firm's majority owner: _____

Gender of firm's majority owner: _____

NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A

Age of firm: _____

Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ over \$10 million

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Check one: ☐ **DBE** or ☐ **Non-DBE** DBE Cert Number: _____

Race of firm's majority owner: _____

Gender of firm's majority owner: _____

NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A

Age of firm: _____

Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ over \$10 million

Revised 10/16/24

Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Check one: ☐ **DBE** or ☐ **Non-DBE** **DBE Cert Number:** _____
Race of firm's majority owner: _____
Gender of firm's majority owner: _____
NAICS code(s) (applicable to each scope of work the firm seeks to perform in its bid): ☐ Check if N/A

Age of firm: _____
Annual Gross: ☐ less than \$1 million ☐ \$1-3 million ☐ \$3-6 million ☐ \$6-10 million ☐ over \$10 million

Name: _____
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NOTE: Use additional sheets if necessary

Revised 10/16/24

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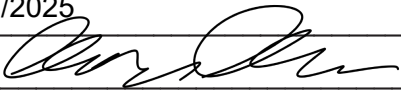
DEBARMENT AND SUSPENSION CERTIFICATION

Contractor and all subcontractors shall meet debarment, suspension, ineligibility, and voluntary exclusion requirements pursuant to Executive Order 12549. See Federal Requirements, of these Specifications. A list of excluded parties may be found at the following website:
<https://sam.gov/content/home>

Contractor shall return with its Proposal **this form.**

Note: Providing false information may result in criminal prosecution or administrative sanctions.

Date 6/17/2025

Signature 

Company Name MICHELIN NORTH AMERICA, INC.

Title Nikki Nordhus - Director, MFS

Proposer's Name MICHELIN NORTH AMERICA, INC.
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NON-LOBBYING CERTIFICATION

LOBBY RESTRICTIONS

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Nikki Nordhus - Director, MFS

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

6/17/2025

Date

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Federal Tax Liability and Recent Felony Convictions Certification


FTA Master Agreement Section 4(g)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that they and their organization:

1. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. Was not convicted of felony criminal violation under any Federal law within the preceding 24 months.

The Contractor agrees to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

Date 6/17/2025

Signature 

Company Name Michelin Fleet Solutions

Title Nikki Nordhus - Director, MFS

Proposer's Name MICHELIN NORTH AMERICA, INC.
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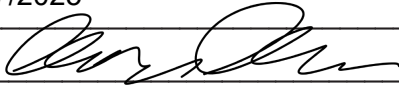
BUY AMERICA CERTIFICATION

49 C.F.R. § 661.6, for the Procurement of Steel, Iron, or Manufactured Products

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. part 661.

Date 6/17/2025
Signature 
Company Name MICHELIN NORTH AMERICA, INC.
Title Nikki Nordhus - Director, MFS

OR

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date _____
Signature _____
Company Name _____
Title _____

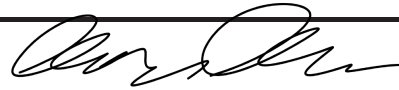
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DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.



Signature

6/17/2025

Date

Nikki Nordhus

Name

MICHELIN NORTH AMERICA, INC.

Company

One Parkway South

Address

GREENVILLE, SOUTH CAROLINA 29615

City, State, Zip

Proposer's Name MICHELIN NORTH AMERICA, INC.
(Submit with Proposal)

SIGNATURE PAGE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:


(Please follow the instructions for each line, as explained below.)

(1) MICHELIN NORTH AMERICA, INC. ((864) 458 - 5000) ((866) 866 - 7964)
Firm Phone Fax

(2) Corporation
(Corp.) (Individual) (Partner) (Other)

(3) One Parkway South
Business Address

Greenville SC 29615
City State Zip Code

(4) By: 
Signature of Authorized Person

Nikki Nordhus - Director, MFS
Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: 111724639 Date: 6/17/2025

SAMPLE SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and [Contractor Name], [Legal Identity] (Contractor) as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: [Title] (Request for Proposals No. [Number]) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[DOLLAR AMOUNT]), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION. To the furthest extent allowed by law, including California Civil Code section 2782, CONTRACTOR shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. CONTRACTOR'S obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, CONTRACTOR, whenever there is any causal connection between the CONTRACTOR's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, CONTRACTOR expressly agrees to undertake a duty to defend CITY and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by CONTRACTOR expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to CONTRACTOR as reasonably determined by CITY.

Upon the tender by CITY to CONTRACTOR, CONTRACTOR shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including the a duty to settle and otherwise pursue settlement negotiations, and shall pay,

liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from CITY or any of its officers, officials, employees, agents, or volunteers.

It is further understood and agreed by CONTRACTOR that if CITY tenders a defense of a claim on behalf of CITY or any of its officers, officials, employees, agents, or volunteers and CONTRACTOR fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and CONTRACTOR shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance CONTRACTOR may have procured in accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to Indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

[Signatures follow on the next page.]

Michelin

Drug and Alcohol Policy

Effective as of [11/15/2019]

Adopted by: MICHELIN “MFS”

Date Adopted: [11/15/2019]

Last Revised: [4/30/2025]

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I. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website

<http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated but reflect Michelin's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

Michelin Management hereby endorses the Omnibus Transportation Employee Testing Act of 1991 and the rules mandated by the Department of Transportation (DOT), Federal Transit Administration (FTA).

Approved by: Max Gresham

Date: 04/30/25

Title: Drug and Alcohol Program Manager

All Michelin employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify **[Direct Manager]** no later than five days after such conviction.

2. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of positions covered by job title.

3. Prohibited Behavior

Use of illegal drugs is prohibited at all times. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body at or above the minimum thresholds defined in Part 40. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- Opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences of Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to at least two Substance Abuse Professionals.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance

Per Michelin policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to at least two Substance Abuse Professional (SAPs) **and terminated from employment**.

5. Circumstances for Testing

Pre-Employment Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

FTA Drug and Alcohol Policy – Michelin

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when Michelin has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Michelin using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Michelin using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Post Violation Tests

RETURN TO DUTY TESTING

Where as a safety sensitive employee refuses to submit to a test, has a verified positive drug test, and/or confirmed alcohol test result of 0.04 or greater, Michelin before returning the employee to a safety sensitive position will follow the procedures outlined in 49 CFR Part 40.

Prior to returning to a safety sensitive function, any safety sensitive employee who was determined to have engaged in prohibited drug and/or alcohol misuse –in violations of the Federal Regulations shall undergo a return-to-duty controlled substance and/or alcohol test and will be allowed to return only with a verified negative test result.

All such drug tests will be conducted under directly observed circumstances.

FOLLOW-UP TESTING (AFTER RETURNING TO DUTY)

Michelin will conduct follow-up testing of each employee who returns to duty, as specified in 49 CFR Part 40.

1) Any covered employee who has required a referral, evaluation, and/or treatment by a SAP for prohibited drug use and/or alcohol misuse shall be subject to unannounced follow-up testing plan as directed by the SAP.

2) Follow-up testing for alcohol as required by this Section shall be performed just before, during, or immediate after the employee is performing safety sensitive duties.

3) In no case shall said drug and/or alcohol testing occur less than six (6) times in the first 12 months following the covered employee's return to duty nor shall testing extend more than 5 years from the time he or she returned to duty.

All such drug tests will be conducted under directly observed circumstances.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If a Pre-Employment or Random test results in a negative dilute test result, Michelin will conduct one additional retest. The result of the second test will be the test of record. If there is a negative dilute test result and the test type was not a Pre-Employment or Random test, Michelin will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Michelin guarantees that the split specimen test will be conducted in a timely fashion.

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Michelin.
- (2) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (3) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (4) In the case of a directly-observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.

- (5) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
- (6) Fail or decline to take a second test as directed by the collector or Michelin for drug testing.
- (7) Fail to undergo a medical evaluation as required by the MRO or Michelin's Designated Employer Representative (DER).
- (8) Fail to cooperate with any part of the testing process.
- (9) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test.
- (10) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (11) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (12) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (13) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

8. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the **Direct manager, DAPM, and or Health Nurse listed in section 10 page 9**, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

9. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to **Direct manager, DAPM, and or Health nurse listed in section 10 page 9**. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

10. Contact Person

For questions about Michelin's anti-drug and alcohol misuse program, contact

Max Gresham

MFS DAPM

Michelin North America HNA

One Parkway South

Greenville, SC 29615

Max.Gresham@Michelin.com

PH: 864-458-4231

Stephanie Teems

Occupational Health Nurse Michelin

Stephanie.Teems_ext@michelin.com

PH: 864-458-4420

Nikki Nordhus

Director Michelin Fleet Solutions (MFS)

Nikki.Nordhus@michelin.com

PH: 864-484-7826

Attachment A: Covered Positions

The FTA has determined that "'safety-sensitive" functions are performed by those who:

- Operate revenue service vehicles including when not in revenue service.
List by job title*: Technicians
- Maintain revenue service vehicles or equipment used in revenue service. List by job title*: Technicians
- Persons who supervise any of the above positions and may perform/are available to perform safety-sensitive functions.
List by job title: Technician/Supervisors
- Operating a non-revenue service vehicle that requires a CDL. List by job title*. Technicians/Supervisors
 - All technicians/supervisors are allowed to operate vehicles without a CDL. If the transit requires a CDL to move a vehicle Michelin will work with the transit to ensure that their own employees move the vehicles.
- Carrying a Firearm for security purposes is not allowed by any Michelin personal on a customer's property.
- Michelin does not use volunteers to perform any safety-sensitive duties at any of contracts around the country.

Additional Information:

- Through the DOT Compliance Supervisor, the Company provides an education program that includes the following: (1) posters in the workplace; (2) participation in anti-drug abuse campaigns; (3) posting of the drug/alcohol abuse hotline phone number in break room areas; (4) information in employee newsletters, seminars, and training programs.
- The Company will provide to each covered employee one hour of training on the effects and consequences of prohibited drug use on personal health, safety and the work environment, and on the signs and symptoms which may indicate prohibited drug use.
- Each supervisor/manager who makes reasonable suspicion determinations, will receive an additional hour of training on the physical, behavioral, and performance indicators of probable drug use and at least 60 minutes of training on the physical, behavioral, speech and performance indicators of probably alcohol misuse.
- **It is the role of the SAP to recommend a rehabilitation/treatment program for employees abusing drugs and/or alcohol. The employee will cooperate with and abide by any rules of the rehabilitation/ treatment program; failure to do so will result in immediate termination under Company authority. If the employee is removed from safety-sensitive work due to abusing drugs and/or alcohol and there is no non-safety sensitive work available for the employee, the Company may terminate the employee and refer the employee to at least 2 SAPs who can prescribe a rehabilitation/treatment program.** (see section 8)

- **Medical Review Office**
Seth Portnoy, DO
Total Compliance Network
5646 West Atlantic Blvd
Margate, FL 33063



Gregory A. Barfield M.A., Director
Bruce Rudd Administration Building
2223 G Street
Fresno, California 93706
(559) 621-RIDE
www.fresno.gov



ADDENDUM NO. 1
Formal Request for Proposals Requirements Contract for Radial Tire Leasing Services
RFP # 12502217

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above-entitled specifications for the City of Fresno with a scheduled bid opening of **3:00 P.M., Tuesday, June 17th, 2025.**

1. Cost Proposal Update

The formula errors on the Cost Proposal Excel spreadsheet have been corrected. Please use the revised spreadsheet that has now been uploaded on Planet Bids.

City of Fresno
Department of Transportation/FAX

Sharlee Flores
Senior Management Analyst

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum No. 1.

Signed:

Company: MICHELIN NORTH AMERICA, INC.

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

ADDENDUM NO. 2

Formal Request for Proposals Requirements Contract for Radial Tire Leasing Services RFP # 12502217

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above-entitled specifications for the City of Fresno with a scheduled proposal submission deadline of **3:00 P.M., Tuesday, June 17, 2025.**

QUESTIONS AND ANSWERS:

1. **Question:** Special Conditions. End of Contract Provisions. Please clarify the primary solution for run-out. The current language appears to describe the outgoing supplier would provide "tire management and maintenance services" to their tires, and the new supplier would provide those services to their tires.

Answer: There will be a date that the previous tires will be removed and the new tires would be installed.

2. **Question:** Special Conditions. Liquidated Damages. Please confirm the total dollar amount of liquidated damages assessed in the current contract.

Answer: None.

3. **Question:** Special Conditions. Liquidated Damages. Please confirm how many separate instances of liquidated damages have been assessed in the current contract.

Answer: None.

4. **Question:** Special Conditions. Liquidated Damages. Please confirm that liquidated damages will only be assessed when the failure is within the Contractor's control. Example, if the vehicle was not made available by FAX, then that should not be assessed.

Answer: Contractors will not be assessed for liquidated damages if the reason is out of the Contractor's control, but FAX reserves the right to decide if it was out of the contractor's control as stated on page 49 of the solicitation.

5. **Question:** Please confirm there will be an award in RFP no. 12502217, even if there is

only one proposer.

Answer: Yes, there will be an award.

6. **Question:** Please confirm there was no award in Bid File Number 12500030.

Answer: There was no award for Bid File Number 12500030.

7. **Question:** Insurance Requirements. Paragraph (a). Please remove the following sentence: However, insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured. Reason: Major corporations are participating in this procurement, and the insurance limits should be the insurance limits. Full limits are excessive.

Answer: This request is a change to the existing solicitation which is best suited for negotiations. The ability to negotiate rests with the Selection Committee who may initiate negotiations with a proposer(s) on various provisions of the solicitation. Within the proposal (and as requested on page 19, Statement of Acceptance of the Indemnification and Insurance Requirements), please identify the desired amendments for the Selection Committee's consideration.

8. **Question:** Do you have any electric buses?

Answer: Yes.

9. **Question:** Do you have any specific pain point that you would like to solve?

Answer: Automated tire pressures, organization in the tire room, and establishing a more consistent inspection process.

10. **Question:** How many tire technicians are currently servicing the account? Is there a supervisor working full-time as well?

Answer: One full-time technician and a supervisor that is not full-time.

11. **Question:** What is the current monthly service rate?

Answer: \$7,211.48 per month.

12. **Question:** What is the current price per mile rate per size?

Answer: See the following table.

Product Charges			
Radial Tire	Tire Rate	Estimated Tire Miles	Annual Cost
275-70R-22.5 \$	0.007034	X 912,744	= \$ 6,420.24
305-70R-22.5 \$	0.006969	X 14,977,656	= \$ 104,379.28
315-80R-22.5 \$	0.007487	X 15,813,700	= \$ 118,397.17

13. **Question:** Would FAX allow the vendor to install a ride over reader to facilitate tire inspections?

Answer: Not sure what this is. If it's an automated tread depth inspection tool, FAX may be accepting of it, but would need further information to decide. Please provide more information with your proposal.

14. **Question:** How many locations require service?

Answer: One.

15. **Question:** Please clarify how FAX handles termination of leasing agreements. Does FAX usually do run-outs or buy-outs? Please confirm tires aren't expected to be returned.

Answer: Please see End-of-Contract Provisions section on page 50.

16. **Question:** Insurance requirements. Please remove mention of products as, products are excluded from CGL policy. Contractor is self-insured for product liability.

Answer: This request is a change to the existing solicitation which is best suited for negotiations. The ability to negotiate rests with the Selection Committee who may initiate negotiations with a proposer(s) on various provisions of the solicitation. Within the proposal (and as requested on page 19, Statement of Acceptance of the Indemnification and Insurance Requirements), please identify the desired amendments for the Selection Committee's consideration.

17. **Question:** Would the customer be open to considering an idle fee for vehicles that remain stationary and do not accumulate any mileage? This would help ensure fair compensation for the leased tires even when the vehicles are not in use.

Answer: No.

18. **Question:** Insurance Requirements. Minimum Limits of Insurance. Commercial General Liability Coverage. Please confirm self-insured retentions may be utilized for this

coverage. Reason: The major corporations that will participate in this procurement utilize self-insured retentions for this coverage.

Answer: Yes, self-insured retentions may be used, but please identify in your proposal response that you will be utilizing self-insured retentions.

19. **Question:** Insurance Requirements: Other insurance provisions/endorsements. Please confirm that specific contract information may be conveyed on Certificate(s) of Insurance in lieu of specific contract policy endorsements. Reason: Major global corporations' contract with thousands of entities. As a matter of practicability policies are not endorsed for specific individual contracts.

Answer: Blanket endorsements are acceptable, however wording on a certificate is not acceptable in lieu of endorsements as noted on most certificates.

20. **Question:** Insurance Requirements. Other insurance provision/endorsements. Please confirm notices may be provided by Contractor in lieu of insurer, broker, or agent.

Answer: If the insurance company cannot provide notice of cancellation, that would be the responsibility of the contractor.

21. **Question:** Insurance Requirements. Other Insurance Provisions/Endorsements. Please confirm your understanding that negotiation of policies for major corporations can occur up to the point of expiration and notice cannot be provided 30 days prior in every instance. While a policy may be cancelled and a new policy takes it place, there should be no lapse in coverage.

Answer: Please refer to page 54 of the solicitation. The requirement is seven (7) calendar days prior to the expiration date of the expiring policy.

22. **Question:** Insurance Requirements. Other Insurance Provisions/Endorsements. Please remove bullet (v). Reason: Major corporations are participating in this procurement, and the insurance limits should be the insurance limits. Full limits of the contractor are excessive.

Answer: This request is a change to the existing solicitation which is best suited for negotiations. The ability to negotiate rests with the Selection Committee who may initiate negotiations with a proposer(s) on various provisions of the solicitation. Within the proposal (and as requested on page 19, Statement of Acceptance of the Indemnification and Insurance Requirements), please identify the desired amendments for the Selection Committee's consideration.

23. **Question:** Insurance Requirements. Providing of Documents. Major corporations consider insurance policies confidential and proprietary and do not provide copies. Please

confirm if the City would consider inspection of policies in lieu of copies.

Answer: Inspection is acceptable, but the policies must be provided in the event of a claim.

24. **Question:** Cost Proposal. Please confirm whether this completed document by proposer should be uploaded as an Excel or PDF.

Answer: Either way is acceptable.

25. **Question:** Scope of Work. 1. General. Item I. Please confirm that tire heat is no longer an issue. Reason: Brake heat was an issue in the conversion from bias tires to radial, and in some instances from larger tires to low profile tires. This has not been issue for decades.

Answer: If your agency's tires can remedy the heat issue or don't have any heat issues, please address in your proposal response as requested on page 70 of the solicitation.

26. **Question:** Scope of work. 25. Bus Fleet. For both Gillig BRT + and Gillig LF40, please accept the 305/85R22.5 as an approved equal to 315/80R22.5. The 305/85R22.5 is used on Gillig buses, but Bridgestone does not make that size and utilizes 315/80R22.5.

Answer: Request not approved.

27. **Question:** Sample Contract. 4. Indemnification. Please replace the first paragraph with the following: To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), the Contractor shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including reasonable legal fees and damages (including, but not limited to personal injury, death at any time and property damage or loss) to the extent arising out of the CONTRACTOR's negligent performance or non-performance of this Contract. CONTRACTOR's obligations as set forth in this section shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages cause by the negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

Answer: This request is a change to the existing solicitation which is best suited for negotiations. The ability to negotiate rests with the Selection Committee who may initiate negotiations with a proposer(s) on various provisions of the solicitation. Within the proposal (and as requested on page 19, Statement of Acceptance of the Indemnification and Insurance Requirements), please identify the desired amendments for the Selection Committee's consideration.

28. **Question:** Insurance Requirements. Paragraph C. Please delete this paragraph in its

entirety.

Answer: This request is a change to the existing solicitation which is best suited for negotiations. The ability to negotiate rests with the Selection Committee who may initiate negotiations with a proposer(s) on various provisions of the solicitation. Within the proposal (and as requested on page 19, Statement of Acceptance of the Indemnification and Insurance Requirements), please identify the desired amendments for the Selection Committee's consideration.

29. **Question:** Sample Contract. 4. Indemnification. Please delete the fifth paragraph in its entirety. Reason: This is more language that has the potential to create a "blank check" opportunity.

Answer: This request is a change to the existing solicitation which is best suited for negotiations. The ability to negotiate rests with the Selection Committee who may initiate negotiations with a proposer(s) on various provisions of the solicitation. Within the proposal (and as requested on page 19, Statement of Acceptance of the Indemnification and Insurance Requirements), please identify the desired amendments for the Selection Committee's consideration.

30. **Question:** Sample Contract. 4. Indemnification. Please delete the fourth paragraph in its entirety. Reason: It is desirable for Contractor to control defense as outlined in the third paragraph.

Answer: This request is a change to the existing solicitation which is best suited for negotiations. The ability to negotiate rests with the Selection Committee who may initiate negotiations with a proposer(s) on various provisions of the solicitation. Within the proposal (and as requested on page 19, Statement of Acceptance of the Indemnification and Insurance Requirements), please identify the desired amendments for the Selection Committee's consideration.

31. **Question:** Sample Contract. 4. Indemnification. Please delete the second paragraph in its entirety. Reason: This has the potential of becoming a "blank check" provision.

Answer: This request is a change to the existing solicitation which is best suited for negotiations. The ability to negotiate rests with the Selection Committee who may initiate negotiations with a proposer(s) on various provisions of the solicitation. Within the proposal (and as requested on page 19, Statement of Acceptance of the Indemnification and Insurance Requirements), please identify the desired amendments for the Selection Committee's consideration.

City of Fresno
Department of Transportation/FAX



Sharlee Flores
Senior Management Analyst

The bidder shall sign below indicating he/she has thoroughly read and understands the contents of this Addendum No. 2.

Signed: 

Company: MICHELIN NORTH AMERICA, INC.

This addendum is being distributed ONLINE only and will not be sent by U.S. Mail. The bidder shall submit a signed copy of this addendum with their bid.

Addenda to date: 2
June 12, 2025



URBAN APPLICATIONS

THE MICHELIN X[®] INCITY Z TIRE

Improved⁽¹⁾ mileage and durability in an all-position tire designed for the challenges of urban conditions.⁽²⁾

Line Haul	Regional	Urban	On/Off Road
-----------	----------	-------	-------------

■ Recommended ■ Acceptable



(1) Compared to Michelin XZU 2 tire.
(2) "No bus shall be operated with regrooved, recapped or retreaded tires on the front wheels." US Code of Federal Regulations: Title 49, Transportation; Part 393.75.

business.michelinman.com



MICHELIN

THE MICHELIN X[®] INCITY Z TIRE

Improved⁽¹⁾ mileage and durability in an all-position tire designed for the challenges of urban conditions.⁽³⁾

20% Additional Mileage⁽²⁾

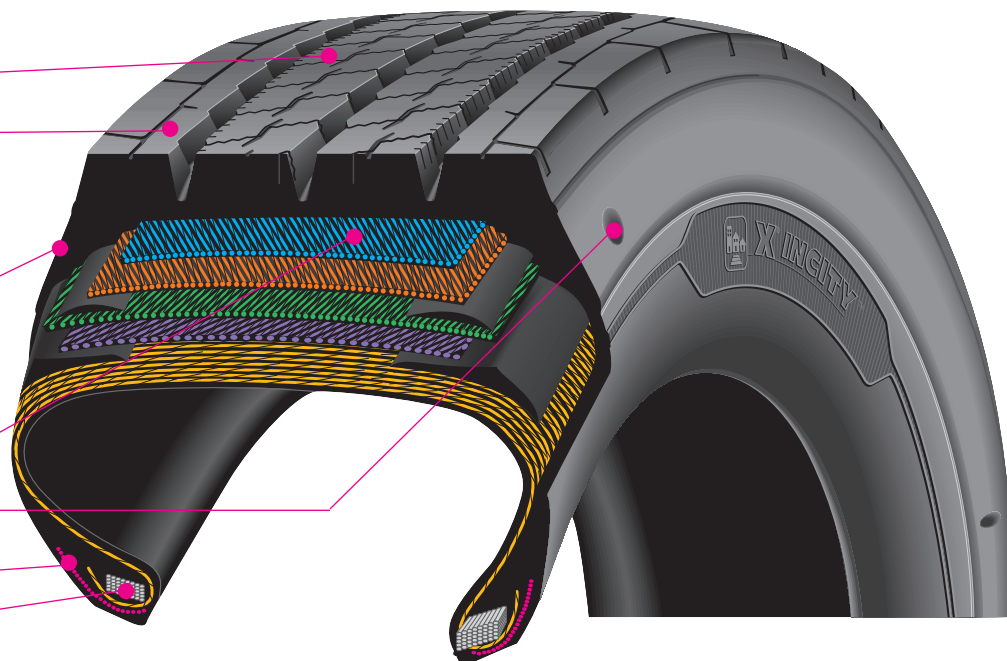
Longer tread life

- **Scrub Resistant Compound**
Fights treadwear
- **Wear Resistant Tread Pattern**
Optimized for urban bus conditions and for the reduction of irregular wear⁽³⁾
- **Wide Footprint**
Distributes force for longer tread life

Extended Casing Life

Improved casing protection and casing fatigue resistance

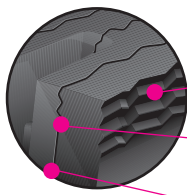
- **Extra Thick Sidewalls**
Strong protection against shocks, impacts and curb scrub
- **Full Width Elastic Protector Ply**
Michelin exclusive
- **Sidewall Wear Indicators**
Promote timely tire rotation for long casing life and enhanced retreadability
- **Extended Metallic Chafer**
Dissipates heat in bead area
- **Optimized Bead Architecture**
Designed to improve bead durability



Outstanding Fuel Efficiency

Low rolling resistance without compromising tread life

- **Optimized Design**
Compounds and tread pattern combine to deliver outstanding fuel efficiency and mileage for urban applications



Driver Confidence

Outstanding traction with Matrix Siping

- **Matrix Sipes**
Provide inter-locking action which offers excellent traction and even wear
- **Zig-Zag Groove Walls**
Provide optimized biting edges and excellent water and snow evacuation
- **Full Depth Sipes**
Provide excellent traction throughout the life of the tread

Size	Load Range	Catalog Number	Tread Depth 32nds	Max. Speed (*)		Loaded Radius		Overall Diameter		Overall Width (‡)		Approved Wheels (Measuring wheel listed first.)	Min. Dual Spacing (‡)		Revs Per Mile	Max. Load and Pressure Single				Max. Load and Pressure Dual			
				mph	kph	in.	mm	in.	mm	in.	mm		in	mm		lbs.	psi	kg.	kPa	lbs.	psi	kg.	kPa
11R22.5 ^(4,5)	H	13712	20	65	110	19.4	492	41.5	1054	11.1	282	8.25	12.6	320	500	6940	123	3150	850	6395	123	2900	850
305/70R22.5 ^(4,5)	L	02348	22	65	110	18.4	468	39.5	1003	12.3	312	9.00, 8.25	13.4	341	525	8047	130	3650	900	7385	130	3350	900

Note: Wheel listed first is the measuring wheel.

(1) Compared to Michelin XZU 2 tire.

(2) When compared to Michelin XZU 2 (12R22.5) tire vs Michelin X[®] InCity Z tires (305/70R22.5) in direct comparison fleet testing.

(3) Urban Transit buses fitted with 12R22.5 or 305/85R22.5 dimensions should only use the Michelin X[®] InCity Z or X[®] InCity Z SL tires.

(4) "No bus shall be operated with regrooved, recapped or retreaded tires on the front wheels." US Code of Federal Regulations: Title 49, Transportation; Part 393.75.

(5) 3PMSF (3 Peak Mountain Snow Flake) is from European R117 regulation. It has no regulatory Truck Tire reference in N.A. The tire must score at least 25% better in deep snow traction than the Standard Reference Test Tire on an ECE certified ISO test procedure. 3PMSF always appears with "M+S" mark.

(*) Exceeding the lawful speed limit is neither recommended nor endorsed.

(‡) Overall widths will change 0.1 inch (2.5 mm) for each 1/4 inch change in wheel width. Minimum dual spacing should be adjusted accordingly.

Michelin tires and tubes are subject to a continuous development program. Michelin North America, Inc. reserves the right to change product specifications at any time without notice or obligations. MNA, Inc. continually updates its product information to reflect any changes in Industry Standards. Printed material may not reflect the current Load and Inflation information. Please visit www.michelintruck.com for the latest product information. The actual load and inflation pressure used must not exceed the wheel manufacturer's maximum conditions. Never exceed a wheel manufacturer's limits without permission from the component manufacturer.

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CA: business.michelin.ca

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CA: business.michelin.ca/contact-us

CONTACT US BY TELEPHONE
US: 1-888-622-2306
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URBAN APPLICATIONS

THE MICHELIN® X® INCITY ENERGY Z TIRE

The all-position urban radial tire designed and optimized for new generation electric transit buses.

Line Haul	Regional	Urban	On/Off Road

■ Recommended ■ Acceptable

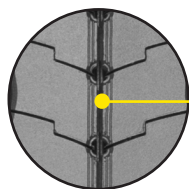


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MICHELIN

The MICHELIN® X® INCITY ENERGY Z tire provides up to 30% lower rolling resistance vs. leading competitors. ⁽¹⁾



Optimized Tread Life

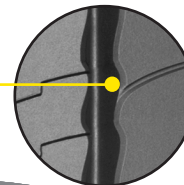
Longer tread life.

• Wear Resistant Tread Pattern

Optimized for urban bus conditions and for the reduction of irregular wear ⁽²⁾

• Regenerating Grooves

Full width grooves appear at end of life for improved wet traction.



Durable and Dependable

Designed to withstand tough urban transit conditions.

• Extra Thick Sidewalls

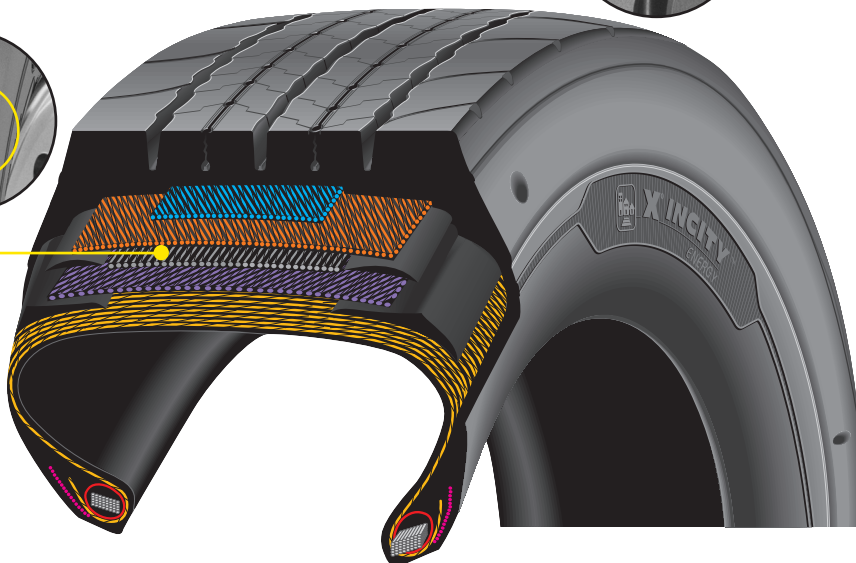
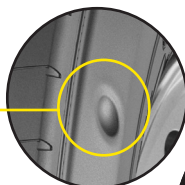
Strong protection against sidewall damage from shocks, impacts and curb scrub.

• Sidewall Wear Indicators

Promote timely tire rotation for long casing life and enhanced retreadability.

• Michelin Infini-Coil® Technology

Over 850 feet of patented metallic cable applied at 0 degrees to stabilize the footprint shape for even wear while providing additional protection from shocks and impacts.

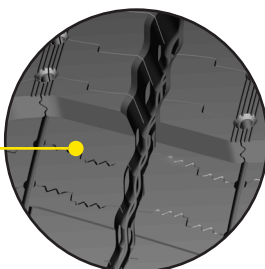


Driver Confidence

Over 500 3D Matrix sipes provide over 66 feet of lateral edges to deliver traction on slippery surfaces throughout the life of the tire.

• Patented Michelin Matrix Sipe Technology

Provides biting edges needed for traction on wet and slippery surfaces while the interlocking 3D technology ensures tread element stability for long, even wear.



Outstanding Fuel Efficiency⁽³⁾

Michelin Advanced Technology tread compounds and tread design combine to create our most energy efficient transit tire while delivering long tread life.

• Optimized Design

Compounds and tread pattern combine to deliver outstanding fuel efficiency⁽³⁾ and mileage for urban applications.



3PMSF & M+S certified

Meets the USTMA (U.S. Tire Manufacturers Association) snow traction performance requirements. Meets the Tire and Rubber Association of Canada (TRAC) requirements for severe snow traction.

Size	Load Range	Catalog Number	Tread Depth	Max. Speed ^(*)		Loaded Radius		Overall Diameter		Overall Width ^(‡)		Approved Wheels (Measuring wheel listed first.)	Min. Dual Spacing ^(‡)		Revs Per Mile	Max. Load and Pressure Single				Max. Load and Pressure Dual			
			32nds	mph	kph	in.	mm	in.	mm	in.	mm		in.	mm		lbs.	psi	kg.	kPa	lbs.	psi	kg.	kPa
315/80R22.5 ⁽²⁾	L	10182	17	68	110	19.6	496	42.2	1073	12.5	318	9.00, 9.75	13.8	351	492	9370	130	4250	900	8820	130	4000	900

(1) Based on internal rolling resistance tests using ISO 28580 test method in tire size 315/80R22.5 LRL all position tire vs. leading competitors' equivalent 315/80R22.5 LRL dimension. Leading competitors are categorized as all position tire configurations offered by the Firestone FS400 tire and Goodyear G652 RTB tire. Actual on-road fuel saving results may vary, and may be impacted by many factors, to include road conditions, weather, environment, combination of tires used, driving habits, tire size, equipment and maintenance.

(2) "No bus shall be operated with regrooved, recapped or retreaded tires on the front wheels." US Code of Federal Regulations: Title 49, Transportation; Part 393.75.

(3) Based on industry standard rolling resistance testing of comparable tires or retreads. Actual results may vary, and may be impacted by many factors, to include road conditions, weather and environment, driver performance, etc.

(*) Exceeding the lawful speed limit is neither recommended nor endorsed.

(‡) Overall widths will change 0.1 inch (2.5 mm) for each 1/4 inch change in wheel width. Minimum dual spacing should be adjusted accordingly.

MICHELIN® tires and tubes are subject to a continuous development program. Michelin North America, Inc. reserves the right to change product specifications at any time without notice or obligations.

MNA, Inc. continually updates its product information to reflect any changes in Industry Standards. Printed material may not reflect the current Load and Inflation information. Please visit www.michelintruck.com for the latest product information. The actual load and inflation pressure used must not exceed the wheel manufacturer's maximum conditions. Never exceed a wheel manufacturer's limits without permission from the component manufacturer.

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CA: 1-888-622-2306



TRUCK TIRE LIMITED WARRANTY AND OPERATOR'S MANUAL

Important!

Register your tires at <https://www.michelinman.com/auto/register/tires>



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MICHELIN TRUCK TIRE LIMITED WARRANTY

ABOUT THIS WARRANTY

As the original purchaser of a Michelin brand truck tire, you are covered by all the benefits and conditions (subject to the maintenance recommendations and safety warnings) contained in this booklet. To ensure your understanding of and compliance with the terms and conditions of this warranty, please read it carefully. It is essential that you also read and understand the Safety and Maintenance Recommendations for your tires beginning on Page 7.

WHAT IS COVERED AND FOR HOW LONG

Workmanship and Materials

Except as limited below, Michelin Truck Tires bearing the Michelin name and complete serial or identification numbers, used according to the instructions contained in this Operator's Manual, are covered by this limited warranty against defects in workmanship and materials for original tread life or 7 years from the date of purchase, whichever occurs first. If no proof of purchase is available, coverage will be based on the date of manufacture as referenced in Definitions below. At that time, all warranties, express or implied, expire.

Certain Michelin Truck Tires used only in long-haul service according to the instructions contained in this Operator's Manual are covered by an additional Manufacturer's Limited Casing Warranty against defects in workmanship and materials for 700,000 miles and up to 3 retreads, for 7 years from the date of purchase when retreaded by an authorized Michelin Retread Technologies (MRT) Dealer. If no proof of purchase is available, coverage will be based on the date of manufacture as referenced in Definitions on the next page. At that time, all warranties, express or implied, expire. These products are identified with the designation "7 Year / 700,000 Mile / 3-Retread Manufacturer's Limited Casing Warranty" in the commercial literature.



Casings covered by this Manufacturers Limited Casing Warranty must have been inspected by a Michelin Truck Tire Retailer and retreaded by an authorized Michelin Retread Technologies (MRT) Dealer, in accordance with the repair and retreading standards set by the Tire Industry Association and Michelin Retread Technologies, Inc., (MRTI).

Certain other Warranty may apply to specific Michelin Truck Tires that extend beyond the Michelin Truck Tire Limited Warranty. These are referenced in the commercial literature or at business.michelinman.com.

DEFINITIONS

The life of the original usable tread is the original tread down to the level of the tread wear indicators – 2 / 32nds of an inch (1.6 mm) of tread remaining.* Date of purchase is documented by new vehicle registration or tire sales invoice. If no proof of purchase is available, coverage will be based on the date of manufacture, as molded on the sidewall. The date of manufacture is based on the original Michelin DOT** number molded on the tire sidewall. The mileage received will be based on fleet records. Replacement will be made in accordance with the terms and conditions described under “HOW REPLACEMENT CHARGES ARE CALCULATED” on Page 3.

WHAT IS NOT COVERED

Tires which become unserviceable due to:

- Road hazard injury (e.g., a cut, snag, bruise, impact damage or puncture);
- Incorrect mounting of the tire, tire/wheel imbalance, improper retread or improper repair;
- Misapplication, improper maintenance, racing, overload, under inflation, over inflation or other abuse resulting in casing damage or fatigue;
- Accident, fire, chemical corrosion, contamination, tire alteration or vandalism;
- Flat spotting caused by improper storage;
- The addition of liquid, solid or gaseous materials other than air, nitrogen or carbon dioxide;
- Uses other than long haul service for any extended casing guarantee claims;
- Uneven or rapid wear caused by mechanical irregularity in the vehicle, such as wheel misalignment or worn/damaged suspension components, resulting in damage to the under-tread, carcass or steel belts

Contact your local Michelin representative if additional information is needed.

* Federal law requires that truck tires on front axles have at least 4/32nds tread depth.

** DOT - Department of Transportation

HOW REPLACEMENT CHARGES ARE CALCULATED

WORKMANSHIP AND MATERIALS

Warranty claims can only be processed through an authorized Michelin Truck Tire Retailer. A tire which becomes unserviceable due to a condition covered by this workmanship and materials limited warranty will be replaced with a comparable new Michelin Truck Tire, for a pro rata charge. The Michelin Truck Tire Retailer will determine the charge by multiplying the percentage of the original usable tread worn by the current selling price at the adjustment location or the price on the current Michelin Truck Tires Base Price List, whichever is lower.

You pay the cost of mounting, balancing, any other service charges and applicable taxes.

LONG HAUL TIRES WITH MANUFACTURER’S LIMITED CASING WARRANTY

If your Long Haul tire covered by the “7 Year / 700,000 Mile / 3-Retread Manufacturer’s Limited Casing Warranty” becomes unserviceable due to a condition covered by this warranty before providing 700,000 miles and 3 retreads of service, Michelin will provide casing credit based on the following schedule:

Life of Casing up to 7 Years	Casing Credit
Original Tread	Market Value
First, Second or Third retread	Market Value

WHAT YOU MUST DO WHEN MAKING A CLAIM

When making a claim under the terms of this limited warranty, you must present your tire/casing to a Michelin Truck Tire Retailer. **You pay any service charges for normal vehicle and tire maintenance.**

CONDITIONS AND EXCLUSIONS

Unless this limitation is prohibited by state law, this warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages.

Tires/casings presented for claim remain the property of the owner, and Michelin brand accepts no responsibility for loss of, or damage to, tires/casings, which are in the custody or control of a Michelin Truck Tire Retailer for the purpose of inspection for warranty adjustment.

Tires / Casings accepted for claim become the property of Michelin North America, Inc, (MNA).

In the event of a disputed claim, the owner must make the tire available for further inspection.

No Michelin representative, employee or retailer has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this limited warranty.

This limited warranty applies only in the United States.

CONSUMER RIGHTS

This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

SAFETY MAINTENANCE INFORMATION

Read the Michelin Truck Tire Service Manual, the Truck Tire Operator's Manual and Limited Warranty, the information on the sidewall of your tires, your vehicle owner's manual and vehicle tire information placard for essential safety and maintenance information.

WHEN SERVICE IS REQUIRED:

1. Contact a Michelin Truck Tire Retailer listed in the dealer locator on business.michelinman.com.
2. If additional assistance is needed in locating a Michelin Truck Tire Retailer, please call or write to Michelin Consumer Care listed on back page.

READING THE DOT

DOT XXXX XXXX XXX (prior to August 2000)

DOT XXXX XXXX XXX (1990-1999)

DOT XXXX XXXX XXXX (after July 2000 to 2025)

DOT XXXXX XXXX XXXX (transition to 13 digits beginning 2018; in effect for all plants by 2025)

THE DOT

The "DOT" symbol certifies tire manufacturer's compliance with U.S. Department of Transportation tire safety standards. Next to the symbol is the tire identification or "serial number." The first two (or three) characters identify the plant where the tire was manufactured. The next two characters reflect the tire size. The following one to four digits may be used at the tire manufacturer's option as a descriptive code. The last three characters are numbers identifying the week and year of manufacture. (Example: "O25" means second week of the year of decade, e.g.: 1995, 1985, etc.) For the 1990-1999 decade Michelin brand tires are marked with a triangle pointing to the last three numeric characters. Tires produced after July 2000 have an additional digit to identify a given decade. For example, 2800 means the tire was produced during the 28th week of 2000; 0201 during the 2nd week of 2001. If the last digits of your DOT number contain three numeric characters and are not marked with a triangle, consult a qualified tire professional to determine the year of manufacture.

TIRE REGISTRATION

Important!

Please visit <https://www.michelinman.com/auto/registertires>

SAFETY AND MAINTENANCE RECOMMENDATIONS

! WARNING

DISREGARDING ANY OF THE SAFETY PRECAUTIONS AND INSTRUCTIONS CONTAINED IN THIS MANUAL MAY RESULT IN TIRE FAILURE OR EXPLOSION CAUSING SERIOUS PERSONAL INJURY OR DEATH.

DRIVING ON ANY TIRE THAT DOES NOT HAVE THE CORRECT INFLATION PRESSURE IS DANGEROUS AND MAY CAUSE IRREPARABLE TIRE DAMAGE.

Any underinflated tire builds up excessive heat that may result in sudden tire destruction. For replacement tires, the correct inflation pressure will be provided by your Michelin Truck Tire Retailer. If not, refer to the vehicle placard.

The placard indicates the inflation pressures required for the maximum axle loads (gross axle weight rating). However, do not exceed the maximum inflation pressure for the tire or the wheel on which it is mounted.

! WARNING

DO NOT DRIVE UNNECESSARILY ON IMPROPERLY INFLATED TIRES.

CHECK THE COLD INFLATION PRESSURE IN ALL YOUR TIRES, INCLUDING THE SPARE, AT LEAST ONCE EACH WEEK

Failure to maintain correct inflation pressure may result in improper vehicle handling and may cause rapid and irregular tire wear, sudden tire destruction, loss of vehicle control and serious personal injury. Therefore, inflation pressures should be checked at least once each week and always prior to long distance trips.

Please refer to your authorized Michelin Truck Tire Retailer, business.michelinman.com, or **MICHELIN MyTechXpert** app (scan QR code on page 13 with your mobile device) for detailed information on axle loads and appropriate cold inflation pressures.

Pressures should be checked when tires are cold; in other words, before they have been driven on. The ideal time to check tire pressures is early morning. Driving, even for a short distance, causes tires to heat up and pressure to increase.

Never bleed air from hot tires. Bleeding air from hot tires could result in under inflation.

Use an accurate tire gauge to check pressures. Never allow children to inflate or deflate tires.

If your pressure check indicates that one of your tires has lost pressure of four pounds or more, look for signs of penetration, valve leakage or wheel damage that may account for the pressure loss.

Any tire suspected of having been run flat or run at very low pressure (less than 80% of normal operating pressure) should not be re-inflated without careful inspection of the entire tire.

INSPECT YOUR TIRES DAILY — IF YOU SEE ANY DAMAGE TO THE TIRES OR WHEELS TAKE THEM TO AN AUTHORIZED MICHELIN RETAILER AT ONCE

HAZARDS

Driving over potholes, curb, glass, metal, rocks, wood debris and the like, can damage a tire and should be safely avoided. Unavoidable contact with such hazards should prompt a thorough tire inspection.

If you see damage to your tires or wheels, replace with a spare and immediately visit a Michelin Truck Tire Retailer for advice.

 WARNING	DO NOT DRIVE UNNECESSARILY ON A TIRE OR WHEEL WITH ANY VISIBLE DAMAGE.
---	---

INSPECTION

Always examine your tires for bulges, cracks, cuts, penetrations and abnormal tire wear, particularly on the edges of the tire tread, which may be caused by misalignment or underinflation. If any such damage is found, the tire must be inspected by a Michelin Truck Tire Retailer at once. Use of a damaged tire could result in rapid pressure loss and sudden tire destruction. Failure to control a vehicle when one or more tires experience a sudden pressure loss can lead to an accident.

All tires will wear out faster when subjected to high speeds as well as hard cornering, rapid starts, sudden stops, frequent driving on surfaces which are in poor condition, and off-road use. Surfaces with holes and rocks or other objects can damage tires and cause vehicle misalignment. When driving on such surfaces, drive carefully and slowly, and before driving again at normal or highway speeds, examine your tires for any damage, such as cuts, bulges, penetrations, unusual wear patterns, etc.

SERVICE LIFE RECOMMENDATION

In addition to regular inspections and inflation pressure maintenance, Michelin recommends having all Truck and Bus tires, including spare tires, inspected regularly by a qualified tire specialist, such as a tire dealer, who will assess the tire's suitability for continued service. For tires that have been in service 5 years or more, it is recommended that they be inspected at least once per year by a qualified tire specialist. More frequent tire inspections are recommended for vehicles that may sit for prolonged periods of time without road usage. Some examples include motorhomes, school buses, emergency vehicles, military vehicles, and trailers.

Consumers are strongly encouraged to be aware not only of their tires' visual condition and inflation pressure, but also of any change in dynamic performances such as increased air loss, noise or vibration, which could be an indication that the tires need to be removed from service to prevent tire failure.

For consumers who choose to operate Truck and Bus tires beyond the tire's warranted life, Michelin recommends that any tires that are 10 years or more from the date of manufacture (DOT), including spare tires, be replaced as a precaution even if such tires appear serviceable and even if they have not reached the legal wear limit.

For tires that were fitted on an original equipment vehicle (i.e., acquired by the consumer on a new vehicle), follow the vehicle manufacturer's tire replacement recommendations when specified. Michelin North America, however, does not recommend operating any truck or bus tire after it reaches 10 years of age, based upon the date of manufacture.

WEAR BARS

Michelin Truck Tires contain "Wear Bars" in the grooves of the tire tread which show up when only 2/32nds of an inch (1.6 mm) of tread is remaining. At this stage, tires must be replaced. Tires worn beyond this stage are dangerous.

Some jurisdictions may require the tires on the front axles of a bus, truck or truck tractor to have at least 4/32nds of an inch of tread depth remaining.

HIGH SPEED DRIVING CAN BE DANGEROUS AND MAY DAMAGE YOUR TIRES

Correct inflation pressure is especially important. However, at high speeds, even with the correct inflation pressure, a road hazard, for example, is more difficult to avoid and, if contact is made, has a greater chance of causing tire damage than at lower speeds. Moreover, driving at high speeds reduces the reaction time available to avoid accidents and bring your vehicle to a safe stop.

 WARNING	DO NOT DRIVE AT SPEEDS FASTER THAN THE SPEED RATINGS FOR YOUR TIRES. NEVER EXCEED LEGAL SPEED LIMITS OR SPEEDS REASONABLE FOR THE DRIVING CONDITIONS.
--	--

If you see any damage to a tire or wheel, replace it with the spare at once and visit a Michelin Truck Tire Retailer.

The maximum speed for operating Michelin Truck Tires is indicated on business.michelinman.com or **MICHELIN MyTechXpert** app (scan QR code on page 13 with your mobile device). This speed varies for each type of tire and depends on the type of application. Consult a Michelin Truck Tire Retailer for assistance in determining the maximum speed for your application.

Exceeding this maximum speed will cause the tire to build up excessive heat, which can cause tire damage that could result in sudden pressure loss and rapid tire destruction. Failure to control a vehicle when one or more tires experience sudden pressure loss can lead to an accident, property damage, and personal injury.

In any case, you should not exceed reasonable speeds as indicated by the legal limits and driving conditions.

WHEEL ALIGNMENT, TRACKING, AND BALANCING ARE IMPORTANT FOR SAFETY AND ACHIEVING MAXIMUM MILEAGE FROM YOUR TIRES

 WARNING	DO NOT DRIVE ON UNEVENLY WORN, OUT OF ALIGNMENT, OR UNBALANCED TIRES.
---	--


CHECK HOW YOUR TIRES ARE WEARING AT LEAST ONCE EACH MONTH

If your tires are wearing unevenly, such as the inside shoulder of the tire wearing faster than the rest of the tread, your vehicle may be out of alignment. This condition not only shortens the life of your tires but also adversely affects the handling characteristics of your vehicle, which could be dangerous. If you detect irregular wear, have the alignment of the wheels and the parallelism of the axles checked immediately. Also check to see that your tires are properly inflated.

For optimum tire life and performance, the front end alignment on vehicles equipped with Michelin Truck Tires should be in accordance with the recommendations of the vehicle manufacturer.

Care should be taken to ensure tire/wheel concentricity to avoid potential issues with imbalance. It is recommended that you have your tires and wheels dynamically balanced. Tires and wheels which are not balanced may cause steering difficulties, a bumpy ride and irregular tire wear.

DO NOT OVERLOAD — DRIVING ON ANY OVERLOADED TIRE IS DANGEROUS

 WARNING	DO NOT DRIVE ON OVERLOADED TIRES. DRIVING ON ANY OVERLOADED TIRE IS DANGEROUS.
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The maximum load rating marked on the tire sidewall of any truck tire is based on a specific maximum speed of operation. For complete information on allowable loads for the tires in your application, consult business.michelinman.com, **MICHELIN MyTechXpert** (scan QR code on page 13 with your mobile device), or a Michelin Truck Tire Retailer. Tires which are loaded beyond their maximum allowable loads for the particular application will build up excessive heat that may cause sudden tire destruction, property damage and personal injury.

In the case of dual mounted tires, if one of the tires is run underinflated or flat then the other tire will become severely overloaded which could lead to tire failure. “Limping in” is illegal and should never be attempted.

TIRE MIXING

 WARNING	DO NOT DRIVE IMPROPERLY MIXED TIRES.
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FOUR WHEEL TRUCKS

For best performance it is recommended that the same size and type of tire be used on all four wheel positions. If only two Michelin radial truck tires are mounted with two non-radial tires, the radial tires should be mounted on the rear axle.

Before mixing different types of tires in any configuration on any vehicle, be sure to check the vehicle manufacturer's owner's manual for its recommendations.

It is especially important to check the vehicle manufacturer's owner's manual when mixing, matching or replacing tires on 4-wheel drive vehicles, as this may require special precautions.

VEHICLES WITH MORE THAN FOUR WHEEL POSITIONS

For best performance, it is strongly recommended that radial and non-radial tires not be mixed in a dual fitment.

TIRE ALTERATIONS

 WARNING	DO NOT DRIVE ON ALTERED TIRES.
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Do not make or allow to be made any alteration to your tires. Alterations may prevent proper performance, leading to tire damage which can result in an accident. Tires which become unserviceable due to alterations such as, but not limited to, truing, addition of balancing or sealant liquids, or the use of tire dressings containing petroleum distillates, are excluded from warranty coverage.

IMPROPERLY RETREADED AND/OR REPAIRED TIRES ARE DANGEROUS AND CAN CAUSE TIRE DESTRUCTION, PROPERTY DAMAGE AND PERSONAL INJURY

 WARNING	DO NOT DRIVE ON IMPROPERLY RETREADED OR REPAIRED TIRES.
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Retreading and repairing of Michelin Truck Tires should be performed only by qualified personnel with proper equipment using the procedures contained in Michelin Retread and Repair manuals.

If any Michelin Tire sustains a puncture, take it to an authorized Michelin Tire Retailer to check for possible damage that may have occurred.

Plug-only repairs done on-the-wheel are considered improper and are therefore not recommended. Such repairs are not reliable and may cause further damage to the tire and may result in tire failure.

STORAGE

Tires contain waxes and emollients to protect their outer surfaces from ozone and weather checking. As the tire rolls and flexes, the waxes and emollients continually migrate to the surface, replenishing this protection throughout the normal use of the tire. Consequently, when tires sit outdoors, unused for long periods of time (a month or more), their surfaces become dry and more susceptible to ozone and weather checking, and the casing becomes susceptible to flat spotting. Also serious problems occur with tube-type tires when mounted with water trapped between the tire and the tube. Due to pressurization, the liquid can pass through the inner liner and into the casing plies. For these reasons, tires should always be stored in a cool, dry, clean indoor environment. Failure to store tires in accordance with these instructions could result in premature aging of the tires and sudden tire failure.

When tires are stored, be sure they are placed away from sources of heat and ozone, such as hot pipes and electric generators. Be sure the surfaces on which tires are stored are clean and free from grease, petroleum products or other substances which could deteriorate the rubber. (Tires exposed to these materials during storage or driving could be subject to sudden failure.)

FOLLOW THESE MOUNTING RECOMMENDATIONS TO PREVENT TIRE DESTRUCTION, PROPERTY DAMAGE AND PERSONAL INJURY

Regulations and recommendations published by the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) deal in detail with mounting and demounting of tires for trucks/buses. You should ensure that you are always in compliance with these regulations and recommendations. In addition, Michelin urges you to bear in mind the following considerations:

Tire changing can be dangerous and must be done by professionally trained persons using proper tools and procedures as specified by the U.S. Tire Manufacturers Association (USTMA).

**WARNING**

TIRE AND WHEEL SERVICING CAN BE DANGEROUS AND MUST BE DONE ONLY BY TRAINED PERSONNEL USING PROPER TOOLS AND PROCEDURES. FAILURE TO READ AND COMPLY WITH ALL PROCEDURES MAY RESULT IN SERIOUS INJURY OR DEATH TO YOU OR OTHERS.

Tires should be mounted on wheels of the correct size and type which are in good, clean condition. Bent, chipped, or rusted wheels or rim components may cause tire damage and can also malfunction causing an accident.

All wheel components (i.e. flanges, lock rings, rim base, etc.) must match. Be sure to check wheel manufacturer's specifications.

When changing any tire, always deflate the tire before loosening any wheel or rim lugs. Always install new valve cores with new mountings.

FOR ALL MICHELIN TUBE-TYPE TIRES

TUBES: Always fit a new Michelin tube of the proper size in a new mounting. A tube through normal use will experience growth; therefore, if an old tube is re-used, there is a probability of creasing it with subsequent chafing and eventual failure of the tube causing tire damage. Michelin Tubes are made of butyl rubber and marked with the trade name "AIRSTOP®." It is essential to use an "AIRSTOP®" tube with a Michelin 'X®' Tire. These tubes are made with an overlap splice which is stronger than the butt splice used in many other tubes. The use of other tubes, not designed for Michelin 'X®' Radial Tires, could result in tube failure causing tire damage.

FLAPS: Always install a new Michelin Flap when you install a new tire. After a limited time the flap will develop a set to match the tire and wheel in which it is fitted; therefore, it will not exactly match a new tire/wheel combination.

FOR ALL MICHELIN TIRES

LUBRICANT: Always use a proper lubricant when mounting tires. Use only an approved tire mounting lubricant. Never use anti-freeze, silicones or petroleum-based lubricants. Do not allow excess lubricant to run down and collect inside the tire.

SAFETY CAGE: Always use a safety cage or other OSHA approved restraining devices when inflating a truck tire. Ensure that the safety cage is large enough to accommodate wide base tires when inflating Michelin X One Tires. Never stand over the tire or in front of the valve when inflating. Use an inline gauge and stand to the side. Before final inflation, check the assembly carefully for signs of weakness or irregularities.

VALVE CAPS: It is essential that all valves be fitted with pressure-sealing metal valve caps, which are the PRIMARY seal of the valve, to avoid leaks. After mounting, check the assemblies for leaks. When wheel assemblies are mounted on a vehicle, be sure that the valves do not touch the brake drums or any mechanical part of the vehicle.

DUAL MOUNTING: Tires mounted in duals must be matched so that the maximum difference between the diameters of the tires does not exceed 1/4 inch. Failure to properly match dual tires will result in the tire with the larger diameter carrying a disproportionate share of the load which can cause sudden tire destruction, property damage and personal injury.

Proper dual spacing must be provided to prevent the tires from rubbing together and to allow for the flow of cooling air. For information on the minimum dual spacing required for a particular tire/wheel fitment, visit business.michelinman.com, MICHELIN MyTechXpert app (scan QR code on page 13 with your mobile device), or a Michelin Truck Tire Retailer.

PREPARATION OF WHEELS AND RIMS

Prior to fitment, wheel assemblies should be thoroughly inspected for cracks, warpage, deformation of flanges, side rings, lock rings, etc. The condition of the stud holes on wheels should also be checked. If any of these conditions are discovered, the wheel should be discarded. All burrs, welds, hammer dents, etc., that are present on the tire side of the rim must be made smooth with a file and/or emery cloth. Remove rust with a wire brush and apply a rust inhibiting paint. Make sure the tires are being mounted on the correct wheel size and type. The wheels and rim components should be in good condition and clean.

MICHELIN X ONE TIRE SPECIFIC INFORMATION

ALL DRIVERS OF VEHICLES EQUIPPED WITH MICHELIN X ONE TIRES SHOULD BE AWARE OF THE FOLLOWING:

PRESSURE MAINTENANCE

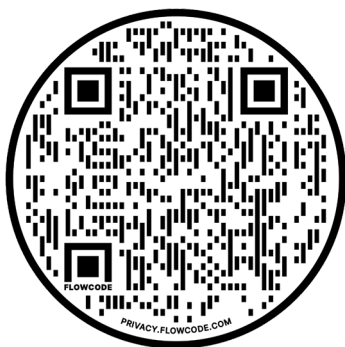
Drivers have commented that an underinflated Michelin X One Tire is more likely to be detected with a simple visual inspection than duals. However, pressure is difficult to gauge visually even for the most experienced driver. Drivers should always use a properly calibrated gauge when verifying the pressure of a Michelin X One Tire and should not rely on the aspect of the tire. If the tire is 20% below the recommended pressure, it must be considered flat, removed and inspected for punctures or other damage. Failure to do so may cause tire failure.

VEHICLE HANDLING

Drivers have commented that the wide, stable footprint of the Michelin X One Tire can provide the feel of a much more stable truck compared to traditional dual tires. Most Michelin X One fitments allow the track of the tractor and trailer to be widened. However, drivers should not let the outstanding handling of the Michelin X One Tire give them a false sense of stability in curves. Drivers should always respect all posted speed limits regardless of tire fitment. Failure to do so may cause vehicle to tip.

RAPID PRESSURE LOSS TECHNIQUES

Extensive testing has shown that rapid pressure loss on a Michelin X One Tire will not compromise the stability and behavior of the vehicle. However, with one tire on each axle end, the loss of pressure will allow the wheel and axle end to drop and possibly contact the road surface. To avoid additional damage to the tire, wheel and axle due to tire/wheel lock-up and brake drag, drivers should be encouraged to decelerate gradually through down shifting, use of trailer brake (when appropriate) or by pumping the brakes during the initial phase of deceleration to allow some rotation of the assembly. Failure to do so may cause irreparable damage to the tire, wheel, axle components and vehicle.



MICHELIN **MYTECHXPERT**

DOWNLOAD
MYTECHXPERT
APP TODAY.



Any time you see damage to your tires or wheels, contact your local Michelin Truck Tire Retailer listed in the dealer locator on business.michelinman.com at once. If further assistance is required, contact:

In the United States

Call: 1-888-622-2306

Or Write: Michelin Consumer Care
P.O. Box 19001
Greenville, SC 29602-9001

REMEMBER . . . TO AVOID DAMAGE TO YOUR TIRES AND A POSSIBLE ACCIDENT:

- Check tire pressures at least once each week when tires are cold
- Maintain the proper pressure in the tires for the load being carried
- Do not underinflate
- Do not overload
- Do not overinflate
- Drive at moderate speeds, observe legal speed limits
- Avoid driving over potholes, obstacles, curbs or edges of pavement
- If you see any damage to a tire, replace with a spare and visit a Michelin Truck Tire Retailer at once
- If you have any questions, contact a Michelin Truck Tire Retailer

business.michelinman.com

Michelin North America, Inc.

One Parkway South
Greenville, SC 29615
Consumer Care: 1-888-622-2306



Michelin North America, Inc.
Response to:

**City of Fresno
Fresno Area Express**

**Request for Proposal No. B12502217
Contract for Radial Tire Leasing Services**

DUE DATE 6/17/2025 @ 3PM PST

ORIGINAL COPY



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

Michelin Fleet Solutions

Contact Sheet for City of Fresno, Fresno Area Express

Fleet Solutions E-mail
michelin.fleetsolutions@michelin.com

Website
www.michelintruck.com

Fleet Solutions Phone
1-855-MFS-TIRE (637-8473)

Fleet Solutions Fax
1-866-866-7964

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BDM -Key Account Manager
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Ops Support Business Manager
Phone: (843) 908-2881
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Dan O'Brien
Ops Support Contract Manager
Phone: (864) 546-8793
dan.obrien@michelin.com





MICHELIN NORTH AMERICA, INC
Michelin Fleet Solutions, Tire Leasing ("MFS")
One Parkway South
Greenville, South Carolina 29602-9001
Phone: 1-864-458-5000

June 17th, 2025

City of Fresno
Attn: Tamra Torrence
2223 "G" Street
Fresno, CA, 93706

SUBJECT: Request for Proposal No. B12502217

Thank you for including Michelin North America, Inc. in your RFP for Tires and Tire Services. We are pleased to have the opportunity to submit a proposal for this contract. This proposal has been divided into sections as per instructed in the RFP documents.

Michelin Fleet Solutions has read the invitation in its entirety and is able to execute all aspects of the Scope of Work, including insurance requirements.

Michelin remains available throughout the evaluation process to answer any further questions and provide any additional information that Fresno Area Express may require. Please don't hesitate to contact us at the contact information below. Thank you in advance for your consideration of this proposal.

Yours sincerely,

Ana M Garcia Salcedo
Key Account Manager, Michelin Fleet Solutions, Michelin North America
Phone: 1-864-546-8793 Fax: 1-866-866-7964
dan.obrien@micelin.com

Michelin NA, Inc. CC: Nikki Nordhus – Director, Michelin Fleet Solutions
Dan O'Brien – Contract Manager, Connected Solutions, CXS
Eric Blakeney – Ops Support Business Manager, Connected Solutions, CXS



MICHELIN NORTH AMERICA, INC.

Michelin, the leading mobility company, is dedicated to enhancing its customers' mobility, and sustainably; designing and distributing the most innovative tires, services and solutions for its customers' needs; providing digital services, maps and guides to help enrich trips and travels and make them unique experiences; and developing high-technology materials that serve a variety of industries.

Michelin is constantly innovating to manufacture high-quality tires and components for critical applications in demanding fields as varied as mobility, construction, aeronautics, low-carbon energies, and healthcare. The care placed in its products and deep customer knowledge inspire Michelin to offer the finest experiences. This spans from providing data- and AI-based connected solutions for professional fleets to recommending outstanding restaurants and hotels curated by the MICHELIN Guide.

Headquartered in Greenville, S.C., Michelin North America, Inc. has approximately 23,500 employees and operates thirty-six production facilities in the United States (michelinman.com) and Canada (michelin.ca).

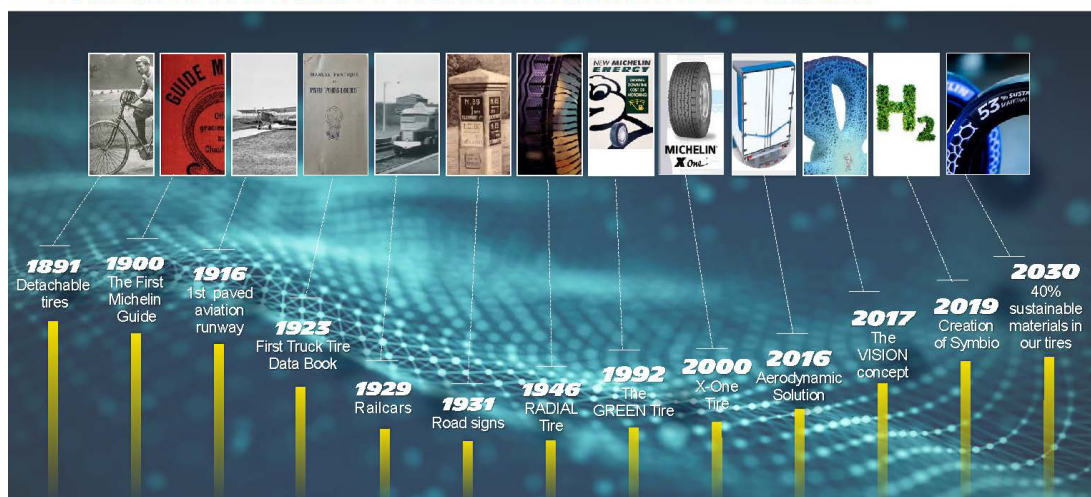


Michelin has been operating tire leases for 50+ years in Europe and 30+ years in North America and currently has about 34,000 vehicles on contract.

Additionally, Michelin has been servicing large national accounts for over 50+ years in North America with integrity and professionalism.

Michelin has a history of innovation, including the introduction of the radial bus and truck tire to North America and it continues to be the leader in radial tire technology for all vehicles.

STRENGTH IN INNOVATION DRIVES PROGRESS



AWARDS AND RECOGNITION



- Top Tire Manufacturer on Fortune 2021 “World’s Most Admired Companies” list
- Michelin continues to hold more J.D. Power Awards than all other tire manufacturers combined. 103 total J.D. Power awards since the study began in 1989, four times more than all competitors combined.
- LEED Gold certification for Southeast Distribution Center
- Fortune Global 500

QUALIFICATIONS

In North America, Michelin Fleet Solutions (“MFS”) has been operating lease and service contracts for over 30 years and as such has a great deal of experience. We believe that our quality approach to Customer Service and our striving to achieve true service excellence in everything that we offer to the Customer is helping us to achieve this business expansion. Michelin is also financially stable. Michelin delivered segment operating income of €3.4 billion in 2024 and generated a free cash flow of €2.2 billion, demonstrating its ability to adapt to uncertain market conditions.

A sample of Michelin’s current Customers are shown below.

City	Customer	Vehicles	End Date	Contract Value
Newark, NJ	New Jersey Transit	2,200	08/31/2025	27m
Denver, CO	Regional Transportation District	1,113	12/31/2026	11m
Boston, MA	Massachusetts Bay Tran. Authority	1,092	5/30/2025	10m
Miami, FL	Miami-Dade Transit	915	10/31/2026	12m
Minneapolis, MN	Metro Transit	877	12/31/2028	11m
Spokane, WA	Spokane Transit Authority	193	11/30/2028	3m
Palms Spring ,CA	Sunline Transit Agency	139	7/31/2026	2m

Michelin maintains lease or purchase agreements with various other passenger transportation customers, including transit and motor coach operators, and sells approximately 250,000 tires annually in this sector. References are found in the proposal forms.

Michelin’s proposed personnel related to this contract can be found below in the section titled “Key Personnel.” Together, the Michelin team that will be key to this project has nearly 200 years of experience in commercial tire products and services. Each member of the team has diverse knowledge and experience related to aspects of the project; together the team has vast experience in all elements necessary for the successful completion of the contract.



KEY PERSONNEL

All personnel listed below are either employed full-time by Michelin or contractually obligated to the firm and available for the duration of the project at the person-hour level shown. This section details personnel, organization, qualifications, resumes, availability, and location as requested in the RFP.

Nikki Nordhus – MFS Director

Location: Greenville, SC

Mrs. Nordhus has more than 20 years of commercial tire and dealer experience with Michelin North America, with specific expertise Truck and Bus Tire sales, management and is a certified HR Business Partner. Recognized as a strong coach and leader who develops individuals both in a direct and indirect reporting relationship. She has extensive expertise in client needs analysis with a consultative approach. Mrs. Nordhus currently serves as MFS Director.

Joe Hendricks – Operations Manager

Location: Charlotte, NC

Mr. Hendricks has been with Michelin for 10 years. He has 20 years of commercial tire service and management. He has been a Key Account Manager in the Michelin Government Sales Department and in the past years has been the National Operation Manager for Michelin Fleet Solutions M1 and M2 accounts. His experience includes operations, sales, and account management.

Jeffrey Ramirez – Area Operations Manager

Location: Northern- Central Valley California

Mr. Ramirez has been with Michelin for six years, during which he has held roles as a Fleet Operator, Site Manager, and currently as an Area Operations Manager. Throughout his tenure, he has contributed to several key accounts, including New Jersey Transit, MV Transit, San Francisco Metropolitan Transit, and Santa Clara Valley Transportation Authority. Mr. Ramirez has consistently demonstrated the technical expertise and leadership required to execute and implement scopes of work across large-scale operations. He is also a TIA-certified Commercial Tire Service Technician (300)

Harold Willis– Site Manager

Location: Northern- Central Valley California

Mr. Willis has been with Michelin for four years, serving as both a Fleet Operator and, for the past three years, as a Site Manager. In his role as Site Manager, he has demonstrated a strong grasp of scopes of work and consistently applies effective methodologies to lead his team in successfully completing tasks while delivering exceptional customer service. Mr. Willis is also a TIA-certified Commercial Tire Service Technician (200).



Ana Garcia – Business Development Manager

Location: Northern- Central Valley California

Mrs. Garcia has been with Michelin for over 20 years, holding various roles in Sales and Marketing. With more than a decade of experience in the commercial tire segment, she served as an Account Manager on the Michelin National Account Team, where she provided service and consultation to major fleets across the Western United States. In 2022, she transitioned to the Michelin Fleet Solutions (MFS) leasing team and currently works as a BDM.

Eric Blakeney – Operations Support Manager

Location: Greenville, SC

Mr. Blakeney has been with Michelin for 13 years. He has experience in commercial tire manufacturing, customer service, and commercial tire services to include offers such as ONCall, Tire Care, and Energy Guard. Mr. Blakeney is currently responsible for the Business Team within Michelin Fleet Services.

Dan O'Brien – Operations Support Contract Manager

Location: Greenville, SC

Mr. O'Brien has been with Michelin for 15 years. He has spent the last 3 years as a Contract Manager for Michelin Services and Solutions. He has experience with contract management, invoicing, accounts payable/receivable, tire ordering, original equipment manufacturers, and TyreCheck. Dan is the primary contact assigned for all items related to contract administration.

Steven Villa –Operations Support Business Analyst

Location: Greenville, SC

Mr. Villa has been with Michelin for 8 years. The first 4 years of his career were spent at Michelin Tweel Facility, where he held positions of Classpector, and CVR/RFL Operator. Steven has been with the Services and Solutions team since 2020, and is the primary contact assigned for all items related to billing.

Douglas Wilkie–MFS Business Insights Analyst

Location: Greenville SC

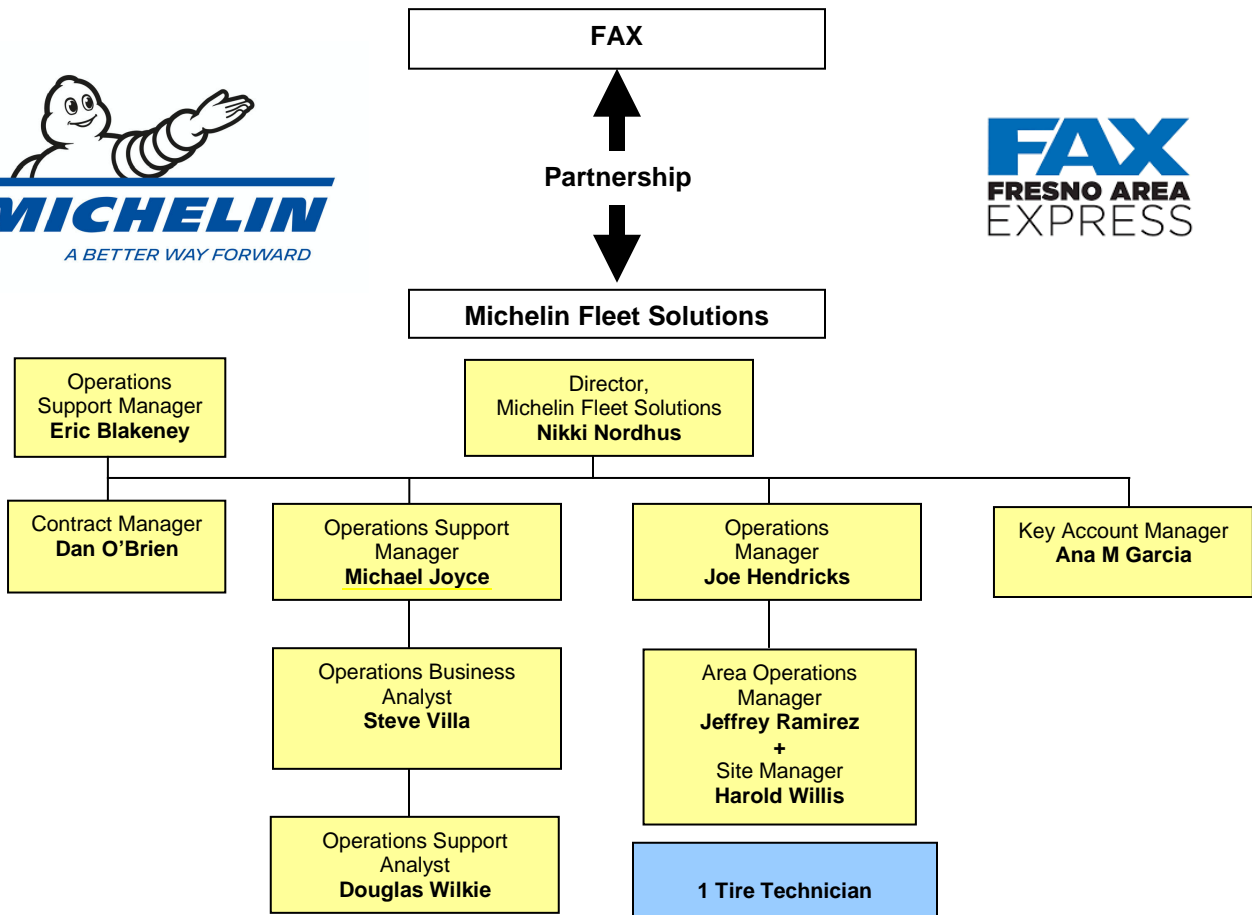
Mr. Wilkie is a dedicated account analyst who will serve as the primary contact for FAX on administrative items, reporting, billing issues, etc.

Engineering Resources

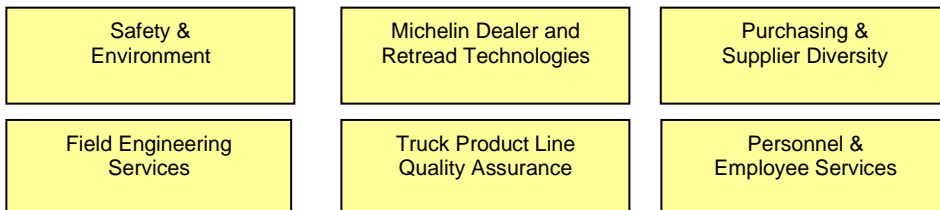
Michelin North America's Truck Product Line includes a Technical Field Engineering Group for field technical support wherever needed. This large group offers geographical and specific detailed assistance. They are technical experts with extensive industry experience. Additionally, Michelin has a dedicated quality team for the Truck Product Line that checks product and service quality using the Michelin Quality System and collaborates with the technical tire design team for additional expertise when needed.



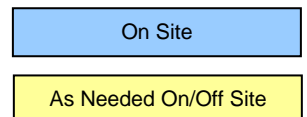
ORGANIZATION CHART



Other Michelin Support



Key



WORK PLAN

Michelin's goal is to ensure a smooth and worry-free tire management program for our customers. We will prove our ability to do this with integrity and professionalism. Below please find Michelin's proposed approach to Fresno Area Express tire leasing program.

Contract Set Up & Start Up

Michelin Fleet Solutions (MFS) has worked with many accounts like Fresno Area Express (FAX) for the past years and our team is familiarized with the scope of work.

Based on the current expected schedule, the main steps for the continuation of the FAX account would be as follows:

1. Pre-start up review with FAX's management team to discuss the operation, re-introduce the key personnel that would be involved in the account.
2. Order for any new equipment/supplies needed.
3. Update Forecast to ensure continued tire supply requirements.
4. We will work with set standards in the Michelin retread plant to guarantee casings retread with the MFS standards.
5. Retain current personnel and/or re-train on-site personnel as needed.
6. Update on-site "Operations Manuals" holding all policies and procedures for operations. Operationally, Michelin always delivers consistent Service using Standard Operating Procedures (SOP's) and Best Practices that are published in the "Operations Manual." The "Operations Manual" is a reference document that is kept at the Customers site (and the Customer may receive a copy if asked) and it allows the Service Technician, or anyone else to refer Michelin's Operational Methods. The manuals consist of both SOP's and Customer Specific documents.
7. Inspect current equipment and install new equipment on-site if needed.
8. Refamiliarize Fresno Area Express's staff in Michelin's approach to Tire Leasing program (if needed).
9. Take receipt of initial tires (if required and dependent on current stock).
10. Start-up review meeting with Fresno Area Express to discuss the start-up, including successes, outstanding items to be addressed, etc. (if needed).
11. Set work schedules to ensure personnel are working when the majority of buses are available. Schedules can be adjusted at the request of Fresno Area Express.


Daily Operations

- Daily operations will be run with 1 On-Site Service Technician and an Account Manager.
- All assigned technicians will be trained and certified under the Michelin Certification program to ensure they can meet all OSHA requirements.
- Contract administration will be administered & controlled by MFS Operations Support. MFS will supply any needed equipment and supplies for tire service to ensure maximum vehicle uptime and uninterrupted service.
- The MFS Field operations Manager will be Fresno Area Express's point of contact for any questions or concerns. Problems/issues will be escalated through the management hierarchy as/if necessary.



- Contract administration will be administered & controlled by MFS Operations Support. MFS will supply any needed equipment and supplies for tire service to ensure the highest vehicle uptime and uninterrupted service.
- Most tire installations on buses, tire rotations and air calibration will be done ensuring tires are above required pull points, tread depths are matching, and all tires are above pull points, 4/32 on the steer and 2/32 on the drive. Tire Technicians must do tire changes and/or rotations on a minimum of five buses per night and inspect at least 8-10 vehicles on the same shift, in order to ensure all vehicles are inspected monthly.
- Inspections can also be enhanced with an automated system. If Fresno Area Express approves the installation of a ride-over reader, drivers could simply drive over it, allowing the system to automatically detect tread wear and pressure anomalies. This data would alert our team to any buses requiring immediate attention."

QUICKSCAN TECHNOLOGY



DRIVE-OVER TIRE MEASUREMENT SYSTEM

FULLY AUTOMATED SYSTEM
OPERATING 24 / 7*

Automatically measure 100% of Vehicle's Tires to detect **:

- Level of Tread Wear
- Irregular Wear
- Wear Difference Between Tires on Axle
- Pressure Anomalies

MICHELIN PATENTED TECHNOLOGY

- Robust sensor package measures the distance to the steel belts within tire.
- Sophisticated algorithms analyze data to estimate tread depth and identify pressure anomalies.
- Designed to withstand harsh conditions such as rain, snow, dust which impact optical technology such as laser or camera-based systems.

* System's operation depends on continuous electrical power and proper maintenance. Damage or power interruptions may affect performance.
 ** Tire measurements require proper system operation. Ensure correct vehicle alignment, direction, and consistent speed during scanning.

Michelin currently uses a software that allows our tire Technicians to record all operations performed from inspections, to tire services. This system uses handheld devices, which the technicians use to capture tire movement activities, complete fleet inspections, and plan service orders.



The system uses Bluetooth air pressure and treads depth gauges that allow the technicians to complete a fleet inspection on hand-held unit and automatically captures and feeds the information into the cloud-based system. Fresno Area Express is also able to appoint management personnel who can receive inspection results as the inspections are completed and synchronized from the handheld devices.

Data retention:

The contracted vehicles will be monitored on information systems operated by Michelin. All data in these systems is property of Michelin.

Proposed Products

Michelin is proposing the following products:

- **New tire 315/80R22.5**
 - Two products could be installed: XZA2 Energy and/or X INCITY Energy Z.

THE MICHELIN® X® INCITY ENERGY Z TIRE

The MICHELIN® X® INCITY ENERGY Z tire provides up to 30% lower rolling resistance vs. leading competitors.⁽¹⁾

Optimized Tread Life
Longer tread life.

- **Wear Resistant Tread Pattern**
Optimized for urban bus conditions and for the reduction of irregular wear.⁽²⁾
- **Regenerating Grooves**
Full width grooves appear at end of life for improved wet traction.

Durable and Dependable
Designed to withstand tough urban transit conditions.

- **Extra Thick Sidewalls**
Strong protection against sidewall damage from shocks, impacts and curb scrub.
- **Sidewall Wear Indicators**
Promote timely tire rotation for long casing life and enhanced retreadability.
- **Michelin Infini-Coil® Technology**
Over 850 feet of patented metallic cable applied at 0 degrees to stabilize the footprint shape for even wear while providing additional protection from shocks and impacts.

Driver Confidence
Over 500 3D Matrix sipes provide over 66 feet of lateral edges to deliver traction on slippery surfaces throughout the life of the tire.

- **Patented Michelin Matrix Sipe Technology**
Provides biting edges needed for traction on wet and slippery surfaces while the interlocking 3D technology ensures tread element stability for long, even wear.

Outstanding Fuel Efficiency⁽³⁾
Michelin Advanced Technology tread compounds and tread design combine to create our most energy efficient transit tire while delivering long tread life.

- **Optimized Design**
Compounds and tread pattern combine to deliver outstanding fuel efficiency⁽³⁾ and mileage for urban applications.



3PMSF & M+S certified
Meets the USTMA (U.S. Tire Manufacturers Association) snow traction performance requirements. Meets the Tire and Rubber Association of Canada (TRAC) requirements for severe snow traction.

Size	Load Range	Catalog Number	Tread Depth 32nds	Max. Speed (*)		Loaded Radius		Overall Diameter		Overall Width (±)		Approved Wheels (Measuring wheel listed first)	Min. Dual Spacing (±)		Revs Per Mile	Max. Load and Pressure Single				Max. Load and Pressure Dual			
				mph	kph	in.	mm	in.	mm	in.	mm		in.	mm		lbs.	psi	kg.	kPa	lbs.	psi	kg.	kPa
315/80R22.5 ⁽⁴⁾	L	10182	17	68	110	19.6	496	42.2	1073	12.5	318	9.00, 9.75	13.8	351	492	9970	130	4250	900	8820	130	4000	900



The Michelin 315/80R22.5 tire is specifically designed for use with 9-inch wheels. If Fresno Area Express (FAX) buses require 8.25-inch wheels, Michelin can recommend a Michelin alternative tire that meets performance and safety standards. If that is the case, please provide vehicle placard information including Gross Axle Weight Rating (GAWR) for each axle. This information will help us confirm compatibility and provide the most suitable tire recommendation for your fleet.

- **New Tire 305/70R22.5**

THE MICHELIN X[®] INCITY Z TIRE

Improved⁽¹⁾ mileage and durability in an all-position tire designed for the challenges of urban conditions.⁽²⁾

20% Additional Mileage⁽³⁾

Longer tread life

- **Scrub Resistant Compound**
Fights treadwear
- **Wear Resistant Tread Pattern**
Optimized for urban bus conditions and for the reduction of irregular wear⁽⁴⁾
- **Wide Footprint**
Distributes force for longer tread life

Extended Casing Life

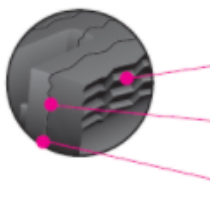
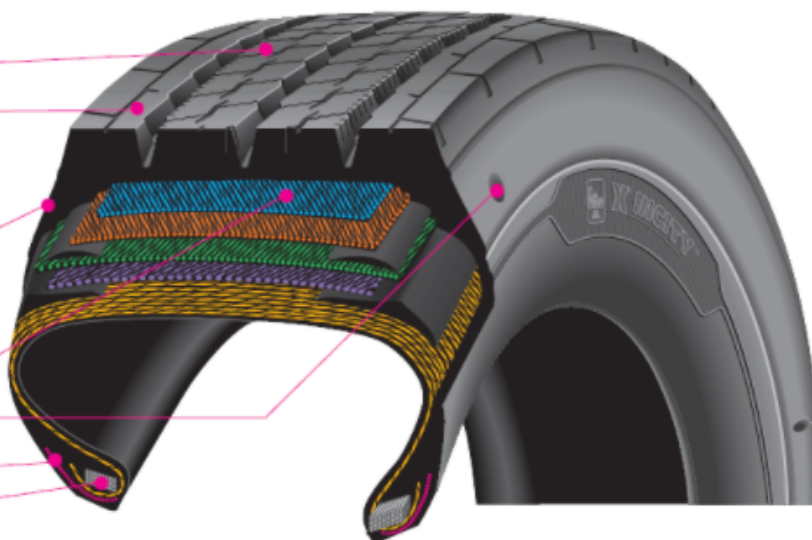
Improved casing protection and casing fatigue resistance

- **Extra Thick Sidewalls**
Strong protection against shocks, impacts and curb scrub
- **Full Width Elastic Protector Ply**
Michelin exclusive
- **Sidewall Wear Indicators**
Promote timely tire rotation for long casing life and enhanced retreadability
- **Extended Metallic Chafer**
Dissipates heat in bead area
- **Optimized Bead Architecture**
Designed to improve bead durability

Outstanding Fuel Efficiency

Low rolling resistance without compromising tread life

- **Optimized Design**
Compounds and tread pattern combine to deliver outstanding fuel efficiency and mileage for urban applications



Driver Confidence

Outstanding traction with Matrix Siping

- **Matrix Sipes**
Provide inter-locking action which offers excellent traction and even wear
- **Zig-Zag Groove Walls**
Provide optimized biting edges and excellent water and snow evacuation
- **Full Depth Sipes**
Provide excellent traction throughout the life of the tread



Size	Load Range	Catalog Number	Tread Depth 32nds	Max. Speed (*)		Loaded Radius		Overall Diameter		Overall Width (2)		Approved Wheels (Measuring wheel listed first.)	Min. Dual Spacing (1)		Revs Per Mile	Max. Load and Pressure Single				Max. Load and Pressure Dual			
				mph	kph	in.	mm	in.	mm	in.	mm		in.	mm		lbs.	psi	kg.	kPa	lbs.	psi	kg.	kPa
305/70R22.5 ^(M)	L	02348	22	65	110	18.4	468	39.5	1003	12.3	312	9.00, 8.25	13.4	341	525	8047	130	3650	900	7385	130	3350	900

Note: Wheel listed first is the measuring wheel.

(1) Compared to Michelin XZU 2 tire.

(2) When compared to Michelin XZU 2 (12R22.5) tire vs Michelin X[®] Incity Z tires (305/70R22.5) in direct comparison fleet testing.

(3) Urban Transit buses fitted with 12R22.5 or 305/85R22.5 dimensions should only use the Michelin X[®] Incity Z or X[®] Incity Z SL tires.

(4) "No bus shall be operated with regrooved, recapped or retreaded tires on the front wheels." US Code of Federal Regulations, Title 49, Transportation, Part 393.75.

(5) SPMF (S Peak Mountain Snow Flake) is from European R117 regulation. It has no regulatory Truck Tire reference in N.A. The tire must score at least 25% better in deep snow traction than the Standard

E 1/2 F

Michelin tires offered for this contract exceed all Federal and State requirements, are accepted, and offered at all major vehicle manufacturers.

- **Michelin Retread Technologies (“MRT”)**




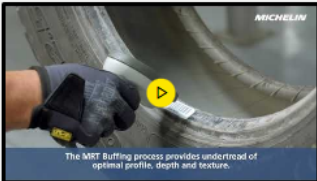


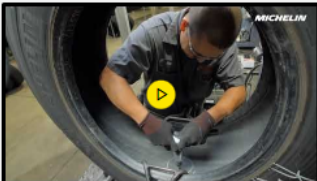
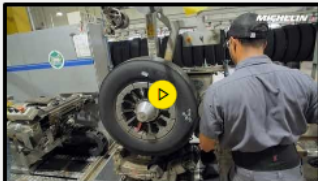
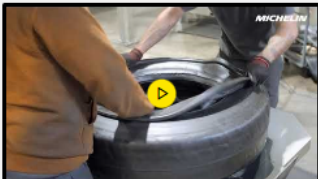

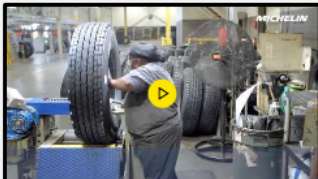
All casings and used tires at Fresno will be sent to Purcell Tire in Fresno CA, one of our MRT Franchisees in Central California, who will be able to collect, retread, repair and deliver retreads back to Fresno Area Express on a regular basis.

All Michelin Retread facilities follow the same retread manufacturing process and are monitored by Michelin Headquarters in North America.

The below video is a virtual tour of a Michelin Retread Technologies (“MRT”) facility, illustrating the highly controlled process overseen by Michelin. Michelin’s stringent and structured process ensures quality that customers have come to expect from the Michelin brand. In the Western US, several contracts permit the use of retreads, demonstrating their safety. For your reference, 80% of airplanes in the US utilize retreads.

<https://youtube.com/playlist?list=PL79BCC1FB9144CA60&si=awE-g90JC5ceK3Ux>

MRT 9-STEP MANUFACTURING PROCESS

<p>1 - INITIAL INSPECTION</p> <p>Every casing, every detail, inspected every time - Enables trained operators to detect subtle irregularities that may indicate internal damage such as zippers</p>  <p>Casing damage is identified for repair or further X-ray inspection.</p>	<p>2 - BUFFING</p> <p>Computer automated, guided by casing-specific database and sensors - Provides under tread of optimal profile, depth, and texture</p>  <p>The MRT Buffing process provides undercut of optimal profile, depth and texture.</p>	<p>3 - CASING INTEGRITY</p> <p>SHEAROGRAPHY - Two-step laser photography performed on every tire - Reveals belt separations or blisters within the belts or other not visible areas.</p>  <p>Casing Integrity Analysis (CIA) reveals separations or blisters within the belts or other areas of the casing not visible to the operator.</p>
<p>4 - X-RAY</p> <p>Available and used when needed - Allows visual inspection of the steel belts within the casing</p>  <p>Provides audit of repair personnel and confirms repair quality.</p>	<p>5 - REPAIR</p> <p>Best practice repairs - Thermal curing along with mechanical pressure exceeds industry standards</p>  <p></p>	<p>6 - TREAD BUILDING</p> <p>Uses MICHELIN® tire tread - Combines two operations into one: applying hot cushion gum and pre-molded tread</p>  <p></p>
<p>7 - DOUBLE-ENVELOPING</p> <p>Unique use of inner envelope applies pressure to both sides of the repair - Ensures every retread surface undergoes uniform pressure and temperature</p>  <p></p>	<p>8 - CURING</p> <p>Computer controlled for minimum temperature variations - Achieves optimal uniformity and enhances full integration of all repairs</p>  <p></p>	<p>9 - FINAL INSPECTION</p> <p>Assurance of the best retread every time - Thorough inspection of crown, sidewall, bead and interior - we make sure your retread is for the road.</p>  <p></p>



By reusing and retreading tires at least once, we can significantly reduce the number of scrapped tires going to landfills and minimize the environmental footprint. Retreading requires fewer materials; while producing a new tire needs twenty-two gallons of oil, a retread only requires seven gallons. Additionally, retreads do not need steel and use less oil overall.

GOOD FOR THE PLANET

Reduce the Environmental Impact



Reduce / Save
100 million+ gals
of oil annually*




Millions of tires that
end up in landfills yield
thousands more miles*


*retread.org/learn-more

- Retread design

THE MICHELIN®
XZU® 2
PRE-MOLD RETREAD



URBAN APPLICATIONS



MICHELIN
RETREAD
TECHNOLOGIES

The MICHELIN® XZU®2 Pre-Mold Retread optimized for operations involving frequent stopping and starting, e.g., transit buses, delivery vehicles and sanitation trucks.

Line Haul	Regional	Urban	On/Off Road
Recommended	Acceptable		

BENEFITS:

Fuel Efficient Operation⁽¹⁾ –
Low rolling resistance


- Fuel efficient compound

Enhanced Retreadability –
Cool casing temperature

- Co-Ex Technology, unique two-layer compound designed to minimize casing temperature for longer casing life.

Excellent Traction –
Solid shoulder design

- Long, smooth wear
- 24/32nds tread depth



Tread Size	Metric	240	250
Tread Depth	Metric	19 mm	
	Inches	24/32"	

Tire Branding

All tires/retread will be individually branded on both sides with a specific serial number which will be used to capture all activities relating to any given tire.

Inventory

The Fresno Area Express inventory will be forecast using a 4-month rolling forecast. This will ensure product availability. Tire orders will be made monthly and the 4-month rolling forecast will be adjusted as needed.

Tire orders and availability will be monitored by the Services Operations Account Analyst and the Site Operations Manager to ensure prompt deliveries. Michelin's Area Operations Manager and field operations manager will define minimum/maximum stock levels, re-order points and re-order quantities for locations, as necessary.

Michelin does not experience supply issues in the normal course of its leasing business since Michelin's leasing department, MFS (Michelin Fleet Solutions), has "Priority" status on the availability of new product from our plants.

Training Procedures & Certifications

Michelin creates customer specific documentation for every account to ensure that expectations are met or exceeded. Training sessions occur as needed to ensure that there is a full understanding of the Customer's requirements. Additionally technical personnel receive all required training and certifications (TIA, Michelin, Forklift, Machinery, etc.) necessary to ensure full practical knowledge of the specific requirements of a transit tire operation.

Operations Manuals

Operationally, Michelin delivers consistent Service using Standard Operating Procedures ("SOP's") and Best Practices that are published in the "Operations Manual." The "Operations Manual" is a reference document that is kept at the Customers site (and the Customer may receive a copy if asked) and it allows the Service Technicians, FAX personnel, or anyone else to refer Michelin's Operational Methods. The manuals consist of both SOP's and Customer Specific documents. Michelin would be happy to provide further information on this if required by FAX at any time.

Tire Industry Association Certification

Michelin has long been a proponent of using the Tire Industry Association (TIA) Certification Program to certify its staff and has many TIA certified employees within the organization. All Michelin tire technicians working currently at FAX have at least a TIA 200 certification.

Michelin Service Technician Certification

In addition to the above, Michelin has also implemented a Michelin Transit Certification Program, which is derived from the TIA training, but concentrates specifically on the tools and equipment used on the Customer's property, the specific tires and pressures used on the property and the specific regulations applied to the Customer's application. This certification is administered by a trainer who has been trained to TIA CTS-300 Certified Commercial Tire Service Technician level.

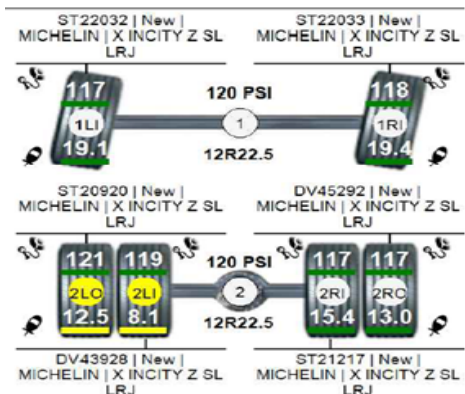


Reporting

Michelin can provide mutual agreed reports. Some examples include the following:

Vehicle Inspection Report:

This report provides details like bus number, tread depth, and Psi per tire. Once the Tire Technician inspects the bus, the system has notifications that will trigger service requests on units that require service. The technicians are also able to capture tire condition observations that may not have been triggered by rules.



Issues

Pos.	Issue	Action
2LO	Tread Depth Mismatch In Duals	Remove and Match Tires
2LI	Tread Depth Mismatch In Duals	Remove and Match Tires

After each inspection section is completed, selected users can receive automated emails/reports containing details such as a summary of vehicles inspected, vehicles with needs, and vehicles with needs that need to be addressed immediately.

Inventory Report:

Michelin will conduct a complete stock audit or inventory fleet once a quarter and will provide a report of this inventory to Fresno Area Express. This report will include bus numbers, tire serial numbers, rolling position all buses; the report will also contain tires located in stock at each shop including the brake or maintenance shop. The report will also document all tires removed from service during the previous quarter.

Additional reports can be made available as required by Fresno Area Express.

Invoicing Procedures

Each month, after mileage is received from the customer, the Michelin account analyst updates the data management system and creates billing reports as requested by Fresno Area Express. The business analyst checks these files and generates a monthly invoice, detailing tire size, miles, contractual mileage rate, and billed amount. Services are listed separately for monthly services and refurbishments. The invoice and supporting reports are then sent to FAX's assigned billing contact.



Accident/Incident Reporting & Drug & Alcohol Testing

All MFS personnel are part of the MFS Safety Committee and are briefed monthly on safety procedures and accident/incident reporting procedures. Each MFS Technician has a daily safety checklist which must be completed to ensure workplace safety standards and cleanliness are maintained. All MFS service personnel are subject to random DOT Drug and Alcohol testing.

Regular Review Meetings

We would schedule regular Account Review Meetings with Fresno Area Express's Management to ensure that we are meeting their expectations. Business review meetings would take place between designated representatives of FAX and the Michelin management to ensure problems/issues are addressed promptly before they become major and to share successes.

