



Bridgestone Americas Tire Operations, LLC
200 4th Avenue South – Mileage Sales
Nashville, TN 37201

April 16, 2025

Topeka Metropolitan Transit Authority
201 North Kansas Avenue
Topeka, KS 66603

Sealed Bid:

Solicitation Number: TO-25-10
Transit Bus and Van Tire Lease
Due Date: April 17, 2025 @ 1:00PM

Dear Topeka Metropolitan Purchasing Group,

Bridgestone Americas Tire Operations, LLC ("Bridgestone") is pleased to submit the enclosed bid response. Our bid response is accurate and complete as of the date of submission. Tires provided will meet or exceed Federal, State, and Local regulations and are accepted by the Tire & Rim Association, OE suppliers, and other transit properties.

The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

With respect to the Buy America Certificate set forth on page 61 of the subject solicitation, Buy America Requirements to the bid documents, Bridgestone clarifies that it is certifying that the tires to be provided pursuant to this solicitation are manufactured in the United States and as components/replacement parts, the tires meet the requirements at 49 C.F.R. 661.5(d)(2) in accordance with the Federal Transit Administration's guidance at 72 Fed. Reg. 53692 (2007).

Communications during the procurement process should be coordinated through:

Patrice Moore, Sales Operations
Phone: 800-342-6453
E-mail: salesmileage@bfusa.com

Should Bridgestone be awarded your business, we would require copies of any applicable tax or exemption certificates held by the transit in order to comply with federal, state, and local collection authorities and to insure proper invoicing. In the event of any conflict between the terms in the Request for Proposal and the Final Agreement, the terms and conditions, including limitations on liability, in the Final Agreement shall prevail.

Thank you for the opportunity to quote on your requirements. We look forward to working with you in the future and serving your tire requirements.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C.J. Messmer', with a stylized flourish at the end.

C.J. Messmer, Director of Mileage Sales
Email: salesmileage@bfusa.com

CAPACITY TO PROVIDE SERVICES

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

Bridgestone, having been in business since 1900, has proven it has the necessary skills, experience, facilities, and ample financial resources to perform the Contract in a satisfactory manner and within the required time. We provide an experienced staff of support employees, including engineers and technical assistants, dedicated to making this contract successful.

MOBILIZATION OF CONTRACT

- Quote is based on single award of RFB
- Bridgestone, being a new supplier, requires a minimum of thirty (30) days to mobilize the contract (i.e.; order equipment, tools and supplies; deliver tires; schedule start-up program).

TIRE REQUIREMENTS

- Bridgestone's tire lease program offers candle-to-grave service furnishing the following tire sizes and designs

TIRE SIZE	ORIGINAL DESIGN	Original 32nds
315/80R22.5	Firestone CT	27/32nds
305/70R22.5	Firestone CT	27/32nds
275/70R22.5	Bridgestone R192	24/32nds
225/75R22.5	Transforce HT2	18/32nds

- **Deliver** branded tires F.O.B., on a normal attrition basis, within **Fourteen (14) days** of receipt of order to the transit

Email: mileagetemp@bfusa.com
Facsimile: 615-493-0935

- **Tire repair materials and supplies** (valve hardware, patches, plugs, etc.) will be furnished to compliment the contract. Supplies provided are pre-approved by Bridgestone to insure product standardization and quality with our retread process.
- **Disposal** and removal of Bridgestone scrap leased tires from your property will be in an environmentally approved method. Should contract language require disposal of company-owned tires, this will be included; otherwise, arrangements for disposal of company-owned tires will be invoiced.
- **Scrap "No Value" Tires**
 1. It is understood that, in this agreement, a "Scrap Tire" means any non-retreadable tire furnished under the contract which has been determined by Bridgestone and agreed to by Operator's Maintenance Foreman to be permanently unfit for further service under the contract.
 2. Bridgestone will furnish scrap tires, if available or where practicable, for the sole exclusive purpose of transporting and storing vehicles from garages to a storage facility provided that in no event will any scrap tire be used on any public road, highway or used to transport any person.
 3. In consideration of the above, the Operator shall:
 - A. Use the scrap tires furnished hereunder for the sole and exclusive purpose of transporting and storing vehicles from garages to a storage facility.

CAPACITY TO PROVIDE SERVICES

- B. Acquire each scrap tire as is; Bridgestone makes no warranties as to the condition or fitness of such tires for continued use.
 - C. Assume all liability for use and possession of scrap tires furnished under this contract.
 - D. Not file or assert against Bridgestone any claim, action, or cause of action for loss, liability, or damage arising out of the use of or possession of scrap tires furnished under this contract.
 - E. Indemnify and hold Bridgestone harmless against all claims of any party for loss, liability, or damage resulting from Bridgestone furnishing of scrap tires.
- 4. It is further agreed that the scrap tires provided for storage purposes will be so provided at no cost.
 - 5. Tires to be scrapped are subject to inspection and approval by a Maintenance Foreman before disposition.
- **Warranty** is due to specific service limitations, the warranty applicable to **LEASED TIRES** is limited to defects in workmanship or materials. This warranty is for the exclusive benefit of the lessee who leases a Bridgestone supplied tire and is not assignable. Bridgestone's obligation to replace an unserviceable tire is in lieu of all other obligations imposed by law. **Any tires found to be defective during the tire delivery term of the lease agreement will be replaced with a new tire at no charge.** Title transfers at time of sale or at termination of lease contract carries the explicit disclaimer that Bridgestone makes no warranties as to the condition or fitness for continued use. No Bridgestone employee is authorized to expand the scope of this warranty.
 - Warranty is due to specific service limitations, the warranty applicable to **PURCHASED TIRES** is limited to defects in workmanship or materials. This warranty is for the exclusive benefit of the purchaser who owns and uses a Bridgestone brand tire; is not assignable; and replacement of an unserviceable tire is conditioned upon purchaser completing and signing the Bridgestone Adjustment Form then authorized by Mileage Sales. Bridgestone's obligation to replace an unserviceable tire is in lieu of all other obligations imposed by law. **Any tires found to be defective under this warranty will be replaced with a new tire. Adjustment formula will be based on prorating remaining tread depth.**

$$\frac{32/\text{nds of inch remaining}}{\text{New Tire 32nds of inch of tread}} \times \text{Unit Price} = \text{Prorated adjustment dollars}$$

Should any tire require an adjustment, contact Mileage Sales at 1-800-342-6453. Arrangements will be coordinated with your staff for an on-site inspection to resolve any claims. No Bridgestone employee is authorized to expand the scope of this warranty.

REFERENCES

MULTI-YEAR TIRE LEASE & SERVICE CONTRACTS

Due to contractual Ownership of Documents (including information and data) and the Privacy Act guidelines, we are unable to provide certain information from other transit properties. We have provided contact information for properties who have publically solicited contracts.

Metropolitan Transit Authority of Harris County, Texas Operations Department P.O. Box 61429, Houston, TX 77208	Donald Robinson, Project Mgr Phone: 713-615-6524 fax 713-758-9462 Email: dr09@ridemetro.org <u>Term:</u> 2/08, 3/08, 2/2013, 3/2018,2/2023-28 <u>Service:</u> on/off bus w/vehicle operation <u>Tire Type (Original/Retread):</u> 275/70R22.5, 305/70R22.5, 315/80R22.5 CT;
Municipality of Metropolitan Seattle - Ryerson Base, MS RBM-TR-0200 1220 4th AVE. So., Seattle, WA 98134	Larry Ward, Supv. Veh. Maint. Phone: 206-684-2626 Email: larry.ward@kingcounty.gov <u>Term:</u> 4/2002-4/2011,3/2016-3/2021-3/2026 <u>Service</u> (6 garages - 1345 buses): on/off bus w/vehicle operation <u>Tires (Original/Retread):</u> 315/80R22.5 CT 305/70R22.5, 225/75R16,
Sacramento Regional Transit District Director of Maintenance 1400 29 th Street Sacramento, CA 95816	John Robison, Director of Maintenance Phone: 916-321-2917 Email: jrobison@sacrt.com <u>Term:</u> 4/1/22-3/30/2027 <u>Service</u> (3 garages -255 buses): on/off bus w/vehicle operation multiple garages <u>Tire Type (Original/Retread):</u> 315/80R22.5 CT, 305/70R22.5, 225/75R16, 225/70R19.5, 275/70R22.5
OMNITRANS Maintenance Manager 1700 W. Fifth Street San Bernardino, CA 92411	Frank Holland, Maintenance Manager Phone: 909-379-7186 Email: Frank.Holland@omnitrans.org <u>Term:</u> 2/1/14-2/1/2019-1/31/2024 <u>Service</u> (2 garages - 300 buses): on/off bus w/vehicle operation multiple garages <u>Tire Type (Original/Retread):</u> 305/70R22.5, 275/70R22.5, 245/70R19.5
Orange County Transportation Authority Accounts Payable Department PO BOX 14184 Orange, CA 92863	Sue Ding, Phone: 714-560-5562 Email: sding@octa.net <u>Term:</u> 4/2003, 4/08, 10/13, 12/19-12/24 <u>Service</u> (5 garages - 780 buses): on/off bus w/vehicle operation multiple garages <u>Tire Type (Original/Retread):</u> 305/70R22.5, 225/75R16, 245/70R19.5, 275/70R22.5

COVER SHEET

Proposer Information

Company Name	Bridgestone Americas Tire Operations, LLC
Address	200 4th Ave South
City, State, Zip	Nashville, TN 37201
Main Phone	615-937-1000

Contact Person Information

Name	Patrice Moore
Job Title	Sales Operations
Phone	800-342-6453
Alt. Phone	
Email	salesmileage@bfusa.com
Business Hours	Monday - Friday 8:00am - 5:00pm CST

Signature 

Date: April 16, 2025

PRICE QUOTE

<u>Fixed Rate Per Tire Per Mile</u>					
Bus and Van Year/Make/Model Tire Size	Year 1	Year 2	Year 3	Year 4	Year 5
2011 Gillig Low Floor B305/85R22.5 315/80R22.5	\$0.008313	\$0.008645	\$0.008991	\$0.009350	\$0.009724
2013 Glaval LT225/75R16	\$0.004101	\$0.004265	\$0.004435	\$0.004613	\$0.004797
2014 Gillig Low Floor B305/85R22.5 315/80R22.5	\$0.008313	\$0.008645	\$0.008991	\$0.009350	\$0.009724
2020 Lone Star Promaster Van LT225/75R16	\$0.004101	\$0.004265	\$0.004435	\$0.004613	\$0.004797
2021 Arboc 205/75R16C	\$0.006406	\$0.006662	\$0.006929	\$0.007206	\$0.007494
2023 Gillig Low Floor B305/85R22.5 315/80R22.5	\$0.008313	\$0.008645	\$0.008991	\$0.009350	\$0.009724
2023 Forest River E-Van 235/65R16C	\$0.004092	\$0.004255	\$0.004426	\$0.004603	\$0.004787

Additional Charges:

_____ \$ _____
 _____ \$ _____

Maximum Percentage Increase:

Year 2 _____

Year 3 _____

Year 4 _____

Year 5 _____

Complete your price quote in one of two ways:

- 1) Complete a price quote for each year of the contract.
- 2) Complete a price quote for the first year of the contract and show the maximum percentage increase for years 2-5.

List all applicable charges on this price quote. Any charge other than those listed on this price quote will not be paid.

Topeka Metro is tax exempt. Do not include sales tax in your proposed price.

BUY AMERICA CERTIFICATION

Proposer will certify either compliance or non-compliance, not both. This certification must be submitted with the proposer's response.

Certificate of Compliance with 49 USC 5323(j)

The bidder hereby certifies that it will meet the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature: _____

Name & Title: C.J. Messmer, Director of Mileage Sales

Company: Bridgestone Americas Tire Operations, LLC

Date: April 16, 2025

Certificate of Non-Compliance with 49 USC 5323(j)

The bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Signature: _____

Name & Title: _____

Company: _____

Date: _____

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2025-2027 goal for DBE participation is 1.68%; the race neutral goal is 0.78%, and the race conscious goal is 0.90%. There is no contract goal for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Signature:



Name and Title: C.J. Messmer, Director of Mileage Sales

Company Name: Bridgestone Americas Tire Operations, LLC

Date: April 16, 2025

FLY AMERICA CERTIFICATION

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Signature: _____



Name and Title: C.J. Messmer, Director of Mileage Sales

Company Name: Bridgestone Americas Tire Operations, LLC

Date: April 16, 2025

LOBBYING CERTIFICATION

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 making lobbying contacts to 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. See 49 CFR 20.100.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 31 USC. 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. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. See 49 CFR 20.400.]

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq, apply to this certification and disclosure, if any.

Signature: _____



Name and Title: C.J. Messmer, Director of Mileage Sales

Company Name: Bridgestone Americas Tire Operations, LLC

Date: April 16, 2025

NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature:



Name and Title: C.J. Messmer, Director of Mileage Sales

Company Name: Bridgestone Americas Tire Operations, LLC

Date: April 16, 2025

SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: _____



Name and Title: C.J. Messmer, Director of Mileage Sales

Company Name: Bridgestone Americas Tire Operations, LLC

Date: April 16, 2025